

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

202010002

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	905900 - Construction Road
Contract or Grant Administrator:	James Karcher - County Engineer
Contractor's / Agency Name:	Henifin Construction, LLC.
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/>	
Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____	
Already approved? Council Approved Date: <u>9/15/2020</u> (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): <u>20-48</u> Contract Cost Center: <u>920015</u>	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:	
<input type="checkbox"/> Professional services agreement for certified/licensed professional.	
<input type="checkbox"/> Contract work is for less than \$100,000.	
<input checked="" type="checkbox"/> Contract work is for less than 120 days.	
<input type="checkbox"/> Interlocal Agreement (between Governments).	
<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>229,270.00</u>	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:
This Amendment Amount: \$ _____	1. Exercising an option contained in a contract previously approved by the council.
Total Amended Amount: \$ _____	2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
Summary of Scope:	3. Bid or award is for supplies.
	4. Equipment is included in Exhibit "B" of the Budget Ordinance.
	5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
This contract provides the construction for the drainage improvements on Leeward Way near Southgate Road.	
Term of Contract: <u>N/A</u>	Expiration Date: <u>Project Completion</u>

Contract Routing:	1. Prepared by: <u>Ben Kuiken</u>	Date: <u>9/24/2020</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>9/28/2020</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>9/25/2020</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____ ✓	Date: <u>9-22-2020</u>
	6. Submitted to Exec.: _____ ✓	Date: <u>10-2-2020</u>
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____ ✓	Date: <u>10-5-2020</u>
	9. Original to Council: _____ ✓	Date: <u>10-6-2020</u>

CONTRACT

LEEWARD WAY DRAINAGE IMPROVEMENTS

CRP No. 920015

This Contract, made and entered into this ^{5th} ~~22~~ day of ^{October} ~~SEPTEMBER~~, 2020 by and between Whatcom County, Washington, a municipal Corporation and a Charter County in the State of Washington, hereinafter called the "County", and ~~HENIFIN CONSTRUCTION~~ ^{LLC}, hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools and equipment for the construction of the improvements and shall perform any changes in the work, all in full compliance with the contract documents entitled "Leeward Way Drainage Improvements, CRP No. 920015," "Bid Proposal," "Specifications and Conditions," "Contract Forms," and the "Plans and Details" section contained in said contract documents are hereby referred to and by reference made a part hereof.
2. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the labor, materials, tools and equipment, and to do and cause to be done the above-described work, and to complete and finish the same in accordance with the said contract documents and the terms and conditions herein contained, and hereby contracts to pay for the same, according to the said documents, including the schedule of estimated quantities, and unit and lump sum prices in the Bid Proposal, the approximate sum of \$229,270.00 the total amount of bid, subject to the actual quantity of work performed, at the time and in the manner and upon the conditions provided for in this contract.
3. The Contractor for himself, and for his agents, successors, assigns, subcontractors and/or employees, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
4. The County hereby appoints and the Contractor hereby accepts the Whatcom County Engineer, as the County's representative for the purpose of administering the provisions of this Contract, including the County's right to receive and act on all reports and documents related to this Contract, to request and receive additional information from the Contractor, to assess the general performance of the Contractor under this Contract, to determine if the contracted services are being performed in accordance with Federal, State or local laws, and to administer any other right granted to the County under this Contract. The County expressly reserves the right to terminate this Contract as provided in the contract documents, and also expressly the reserves the right to commence civil action for the enforcement of this contract.

5. This Contract contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Contract.
6. The Contractor agrees to comply with all applicable Federal, State, County or municipal standards for the licensing, certification, operation of facilities and programs, and accreditation and licensing of individuals.
7. The Contractor shall not assign or subcontract any portion of the work provided for under the terms of this Contract without obtaining prior written approval of the County Engineer. All terms and conditions of this Contract shall apply to any approved subcontract or assignment related to this Contract.
8. The parties intend that an independent Contractor-County relationship will be created by this Contract. The County is interested only in the results to be achieved, and the implementation of the work will lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the County for any purpose. Employees of the Contractor are not entitled to any of the benefits the County provides for County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. In the performance of the work herein contemplated, the Contractor is an independent Contractor with regard to the performance of the details of the work; however, the components of and the results of the work contemplated herein must meet the approval of the County Engineer and shall be subject to the County Engineer's general rights of inspection and review to secure the satisfactory completion thereof.
9. The Contractor agrees and covenants to indemnify, defend, and save harmless, the County and those persons who were, now are, or shall be duly elected or appointed officials or employees thereof, hereinafter referred to as the "County" against and from any loss, damage, costs, charge, expense, liability, claims, demands or judgments, of whatsoever kind or nature, whether to persons or to property, arising wholly or partially out of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees, except only such injury or damage as shall have been caused by or resulted from the sole negligence of the County. In case any suit or cause of action shall be brought against the County on account of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees the Contractor hereby agrees and covenants to assume the defense thereof and to pay any and all costs, charges, attorney's fees and other expenses and any and all judgments that may be incurred or obtained against the County.
 - a. In the event the County is required to institute legal action and/or participate in the legal action to enforce this Indemnification and Hold Harmless Clause, the Contractor agrees to pay the County's legal fees, costs and disbursements incurred in establishing the right to indemnification.

- b. If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraphs of this specification is caused by or results from the concurrent negligence of (a) the indemnities or the indemnities agents or employees and (b) the indemnitor or the indemnitor's agents for employees the indemnity provisions provided for in the preceding paragraphs of this specification shall be valid and enforceable only to the extent of the indemnitor's negligence.
10. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit and equity or judicial proceedings for the enforcement of this contract, or any provisions thereof, shall be instituted and maintained in the courts of competent jurisdiction located in Whatcom County, Washington.
11. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Contract or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such obligation, or any other covenants or agreements, but the same shall be and remain in full force and effect.
12. It is understood and agreed by the parties hereto that if any part of this agreement is determined to be illegal, the validity of the remaining portions shall be construed as if the agreement did not contain the particular illegal part.
13. No change or addition to this Contract shall be valid or binding upon either party unless such change or addition shall be in writing, executed by both parties.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the County Executive has caused this instrument to be executed by and in the name of the said County, the day and year first above written.

Executed by the Contractor this 22 day of SEPTEMBER, 2020.

By: [Signature] (SEAL)

Title: GENERAL MANAGER

Contractor: HENIFIN CONSTRUCTION, LLC



STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

On this 22nd day of September, 2020, before me personally appeared Jace Henifin, to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

[Signature]
Notary Public, in and for the
State of Washington, residing at: Bellingham, WA.



My commission expires: 6/20/2023

CONTRACT BOND

LEEWARD WAY DRAINAGE IMPROVEMENTS

CRP No. 920015

Bond No. 5932618

KNOW ALL MEN BY THESE PRESENTS, that Henifin Construction LLC :

as PRINCIPAL, and Old Republic Surety Company

a corporation duly authorized to do a general Surety business in the State of Washington, as SURETY, are jointly and severally held and bound unto the COUNTY OF WHATCOM, OBLIGEE herein, in the sum of

Two Hundred Twenty Nine Thousand Two Hundred Seventy and 00/100 :

(\$ 229,270.00), lawful money of the United States, for the payment of which we bind our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has executed and entered into a certain Contract, with the OBLIGEE, dated SEPTEMBER 22, 2020 in the Contract described, which Contract is hereto annexed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the PRINCIPAL shall well and truly perform and fulfill all and every obligation of the covenants, conditions, stipulations, and agreements in the Contract mentioned to be performed and fulfilled; and shall promptly make payment to all persons supplying him with labor, equipment and materials in the prosecution of the work provided for in the Contract; and shall keep the OBLIGEE harmless and indemnified from and against all and every claim, demand, judgment, lien, cost and fee of every description incurred in suits or otherwise against the OBLIGEE, growing out of or incurred in, the prosecution of the work according to the terms of the Contract; and shall repay to the OBLIGEE all sums of money which the OBLIGEE may pay to other persons on account of work and labor done or materials furnished on or for the Contract; and if the PRINCIPAL shall in all respects, faithfully perform said Contract, then this obligation shall be void; otherwise, the same shall remain in full force and virtue.

It is, however, mutually understood between the parties hereto, that in no event shall the SURETY be liable for a greater sum than the penalty of this bond.

IN WITNESS WHEREOF, this instrument is executed in 2 counterparts, each one of which shall be deemed an original. This 21st day of September, 2020

WITNESS AS TO PRINCIPAL

Henifin Construction LLC
Principal

(SEAL)

By: [Signature]

Old Republic Surety Company
Surety

By: Katharine J. Snider
Attorney-in-Fact Katharine J. Snider



The Attorney-In-Fact (Resident Agent) who executes this bond on behalf of the Surety, must attach a copy of his power of attorney as evidence of his authority.

DOT Form 272-002A EF
07/2011



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: Eric A. Zimmerman, Cynthia L. Jay, Jamie L. Marques, Carley Espiritu, Aliceon A. Keltner, Christopher Kinyon, Diane M. Harding, Annelies M. Richie, Kyle Joseph Howat, Brandon K. Bush, Heather L. Allen, Jacob T. Haddock, Holli Albers, Erica E. Mosley, Alyssa J. Lopez, Katharine J. Snider, Amelia G. Burrill of Tacoma, WA its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2nd day of July, 2020

[Signature of Karen J. Haffner]
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

[Signature of Alan Pavlic]
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 2nd day of July, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



[Signature of Kathryn R. Pearson]
Notary Public

My Commission Expires: September 28, 2022
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

78 8560



Signed and sealed at the City of Brookfield, WI this 21st day of September, 2020



[Signature of Karen J. Haffner]
Assistant Secretary

RETAINAGE INVESTMENT OPTION

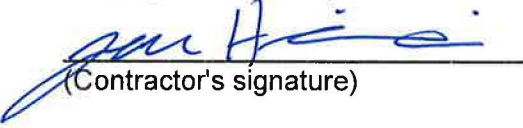
LEEWARD WAY DRAINAGE IMPROVEMENTS CRP No. 920015

CONTRACTOR: HENKIN CONSTRUCTION, LLC

Pursuant to R.C.W. 60.28.010, as amended, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the County will hold your retainage as described in "Current Expense" option 1 below.

- 1. **Current Expense:** The County will retain your money in its Current Expense Fund Account until sixty (60) days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
- 2. **Interest Bearing Account:** The County will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.
- 3. **Escrow/Investments:** The County will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the moneys reserved are to be placed in escrow, the County will issue a check representing the sum of the moneys reserved payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the County and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. If this option is chosen, the bidder shall complete the Escrow Agreement form on the following pages.
- 4. **Retainage Bond:** The Bidder shall post a retainage bond equal to 5% of the total bid price on this. If this option is chosen, the Bidder shall complete the Retainage Bond form supplied in this document.

Retainage is normally released 45-60 days after final acceptance of work by the County, or following receipt of Washington State Departments of **Labor and Industries / Revenue / Employment Security**, whichever takes longer.


(Contractor's signature)

JAKE HENKIN - GENERAL MANAGER
(Title)

Bond No. 5932619

RETAINAGE BOND

KNOW ALL MEN BY THESE PRESENTS, that Henifin Construction LLC
A ~~corporation~~ ^{LLC Company} existing under and by virtue of the laws of the State of
Washington and authorized to do business in the State of Washington as
Principal, and Old Republic Surety Company a corporation organized and existing under
the laws of the Wisconsin and authorized to transact business in the
State of Washington as Surety, are jointly and severally held and bound unto WHATCOM
COUNTY, WASHINGTON, hereinafter called Obligee, and are similarly held and bound unto the
beneficiaries of the trust fund created by RCW 60.28, in the penal sum of:
Ten Thousand One Hundred and 00/100 Dollars
(\$ 10,100.00) which is 5% of the Principal's price on
Contract No. 920015.

WHEREAS, on the Henifin Construction LLC the said Principal herein executed a
contract with the Obligee, for Leeward Way Drainage Improvements.

WHEREAS, said contract and RCW 60.28 require the Obligee to withhold from the principal the
sum of 5% from monies earned on estimates during the progress of the construction, hereinafter
referred to as earned retained funds.

AND NOW WHEREAS, Principal has requested that the Obligee not retain any earned retained
funds as allowed under RCW 60.28.

NOW THEREFORE, the condition of this obligation is such that the surety is held and bound
unto the beneficiaries of the trust fund created by RCW 60.28 in the penal sum of 5 percent of
the final contract cost which shall include any increases due to change orders, increases in
quantities of work or the addition of any new item of work. If the Principal shall use the earned
retained funds, which will not be retained, for the trust fund purposes of RCW 60.28, then this
obligation shall be null and void; otherwise, it shall remain in full force and effect until release is
authorized in writing by the Obligee.

PROVIDED HOWEVER that:

1. The liability of the Surety under this bond shall not exceed 5% of the total amount earned by the Principal if no monies are retained by the Obligee on estimates during the progress of construction.
2. Any suit under this bond must be instituted within the time period provided by applicable law.

WITNESS our hands this 23rd day of September 2020.

BY: *James Henifin*
JACE HENIFIN - GENERAL MANAGER

Henifin Construction LLC Principal

Old Republic Surety Company

Katharine J. Snider
Katharine J. Snider, Attorney-in-Fact



Propel Insurance

601 Union Street, Suite 3400, Seattle, WA 98101

Name and Address Local Office or Agent



APPROVED:

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

By: *James P. Karcher* - COUNTY ENGINEER

Date: SEPT. 29, 2020

GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number 5932619

effective 9/23/2020

issued by the Old Republic Surety Company

in the amount of

Ten Thousand One Hundred And No/100

DOLLARS, \$ 10,100.00

, on behalf of

Henifin Construction LLC

as Principal and in favor of Whatcom County

as obligee:

Now, Therefore, it is agreed that:

Bond amount is increased:

From: \$10,100.00

To: \$11,463.50

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 30th

day of September, 2020

Signed, sealed and dated this 30th

day of September, 2020

Old Republic Surety Company

Accepted By:

James P. Kaucher COUNTY ENGR.

Oct. 01, 2020

By: Aliceon A. Keltner

Aliceon A. Keltner

Attorney-in-Fact





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: Eric A. Zimmerman, Cynthia L. Jay, Jamie L. Marques, Carley Espiritu, Aliceon A. Keltner, Christopher Kinyon,

Diane M. Harding, Annelies M. Richie, Kyle Joseph Howat, Brandon K. Bush, Heather L. Allen, Jacob T. Haddock,

Holli Albers, Erica E. Mosley, Alyssa J. Lopez, Katharine J. Snider, Amelia G. Burrill of Tacoma, WA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2nd day of July, 2020

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 2nd day of July, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



78 8560

Signed and sealed at the City of Brookfield, WI this 23rd day of September, 2020

Karen J. Haffner
Assistant Secretary

GRSC 2262 (3-06)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northwest LLC 110 Unity St. Bellingham WA 98225	CONTACT NAME: PHONE (A/C, No, Ext): 360-647-9000 FAX (A/C, No): 360-734-8496 E-MAIL ADDRESS: now.bellinghaminfo@hubinternational.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Mutual of Enumclaw Insurance Company</td> <td>14761</td> </tr> <tr> <td>INSURER B : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Mutual of Enumclaw Insurance Company	14761	INSURER B : Evanston Insurance Company	35378	INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Mutual of Enumclaw Insurance Company	14761														
INSURER B : Evanston Insurance Company	35378														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Henifin Construction LLC Henifin Investments LLC 3857 Hannegan Rd Bellingham WA 98226	HENICON-01														

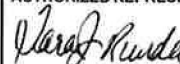
COVERAGES CERTIFICATE NUMBER: 687666136 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																				
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	MKLV5PBC001725	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 2,500																				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CPP0020026	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																				
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	MKLV5EUL102378	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MKLV5PBC001725	4/1/2020	4/1/2021	<table border="1"> <tr> <td>PER STATUTE</td> <td><input checked="" type="checkbox"/></td> <td>OTHER</td> <td><input type="checkbox"/></td> <td>Stop Gap</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td></td> <td>\$ 1,000,000</td> </tr> </table>	PER STATUTE	<input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>	Stop Gap	E.L. EACH ACCIDENT				\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	E.L. DISEASE - POLICY LIMIT				\$ 1,000,000
PER STATUTE	<input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>	Stop Gap																							
E.L. EACH ACCIDENT				\$ 1,000,000																							
E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000																							
E.L. DISEASE - POLICY LIMIT				\$ 1,000,000																							
A	Excess Auto Liability	Y	Y	UMC0005455	4/1/2020	4/1/2021	Limit 2,000,000 Aggregate 2,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Per policy forms and conditions: Primary and Noncontributory - Other Insurance Conditions form CG 20 01 04 13; Additional Insured - Owners, Lessees or Contractors form CG 20 10 07 04; Additional Insured - State or Political Subdivisions-Permits form CG 20 12 05 09; Additional Insured - Lessor of Leased Equipment form CG 20 34 07 04; Additional Insured - Owners, Lessees or Contractors - Completed Operations form CG 20 37 07 04; Waiver of Transfer of Rights form CG 24 04 05 09; Contractor's Exclusive Advantage Enhancement Endorsement form MEGL 2208 01 18; and Business Auto Enhancement Endorsement form EA 99 10 11 13.

RE: Leeward Way Drainage Improvements CRP No 920015. Whatcom County and their officers, elected officials, employees, agents, volunteers, and property owner(s) of 2821 Leeward Way are included.

CERTIFICATE HOLDER Whatcom County Public Works 322 N Commercial St Ste 224 Bellingham WA 98225	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
As agreed to by written contract or agreement	All Locations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

As required by permits

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – LESSOR OF LEASED
EQUIPMENT – AUTOMATIC STATUS WHEN
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Who Is An Insured (Section II) is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As agreed to by written contract or agreement	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As agreed to by written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S EXCLUSIVE ADVANTAGE ENHANCEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

The following coverages and extensions are added to this policy as detailed below. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

SCHEDULE

Knowledge Of Occurrence	Included
Contractor's Job Site Limited Pollution Coverage	
Days To Discover	30 Days
Days To Report	90 Days
Pollution Aggregate Limit	\$100,000
Each Pollution Incident Limit:	\$100,000
Non-Owned Watercraft	Increased To 100 Feet Long
Damage To Premises Rented To You Limit	\$300,000
Per Construction Project Aggregate Limit	Equal To The General Aggregate Limit
Maximum Policy Aggregate Limit	\$10,000,000
Supplementary Payments	
Crisis Management Emergency Response Expenses	\$25,000
Bail Bonds	Up To \$2,500
Loss Of Earnings	Up To \$500 A Day
Broadened Definition Of Insured	Included
Notice Of Occurrence	Included
Earned Premium Amendment	
Minimum Term Premium Percentage	90%
Waived Percentage	10%
Unintentional Failure To Disclose All Hazards	Included
Contractual Liability – Railroads	Included

A. KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 1.d. of the Bodily Injury And Property Damage Liability Insuring Agreement:

However, knowledge of an "occurrence" by the agent or "employee" of an insured shall not in itself constitute knowledge by an insured, unless an "executive officer" or risk manager of the Named Insured received such notice from its agent or "employee".

B. CONTRACTOR'S JOB SITE LIMITED POLLUTION COVERAGE

1. With respect to Contractor's Job Site Limited Pollution Coverage only, any hazardous or toxic materials exclusion, wherever found in the policy, is deleted in its entirety.
2. The Bodily Injury And Property Damage Liability Insuring Agreement is amended as follows:

- a. The following is added to Paragraph 1. Insuring Agreement:

We will also pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "cleanup costs" caused by a "pollution incident" which originates at, on or under, or migrates from, a "job site project", provided:

- (1) The "pollution incident" results from "your work";
- (2) The "pollution incident" first commences during the policy period;
- (3) The "pollution incident" is discovered by any insured no later than the number of days shown as Days To Discover in the Schedule of this endorsement after the "pollution incident" first commences;
- (4) The "pollution incident" is reported to us by any insured in writing no later than the number of days shown as Days To Report in the Schedule of this endorsement following its discovery by any insured;
- (5) The "pollution incident" is an unforeseen, unplanned and unexpected event or circumstance that is neither expected nor intended from the standpoint of any insured; and
- (6) "Your work" meets all standards of any federal, state or local government statute, ordinance, regulation or license requirement applicable to "your work".

We will also pay "emergency response costs" you incur as a direct result of the "pollution incident" that has resulted in "bodily injury" or "property damage" covered under this Insuring Agreement.

Our right and duty to defend any "suit" for damages arising out of a "pollution incident" or to pay any "cleanup costs" applies only if the above conditions are met, and our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, supplementary payments or "cleanup costs".

- b. With respect to Contractor's Job Site Limited Pollution Coverage only, Paragraph 2. Exclusions is amended as follows:

- (1) Exclusion f. Pollution of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** and any other pollution exclusion found anywhere in the policy is deleted in its entirety.

- (2) The following exclusion is added:

This insurance does not apply to:

Pollution-related Hazards

"Bodily injury", "property damage" or "cleanup costs" arising out of:

- (1) The actual, alleged or threatened exposure of any person or property to any radioactive matter, except where specifically endorsed onto the policy;
- (2) "Pollutants" transported by an "auto", aircraft, watercraft, "mobile equipment" or rolling stock beyond the boundaries of the "job site project";
- (3) "Your work" performed at sites which any governmental agency has proposed for, or has included on, the Environmental Protection Agency's National Priorities List, any similar federal, state or local list or registry, or any other governmental list of locations or facilities containing or exhibiting "pollutants";

- (4) A "pollution incident" in any way involving any insured's willful, deliberate or intentional noncompliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice of letter, executive order or instruction of any governmental agency or body;
- (5) The ownership or operation of any:
 - (a) Offshore facility, as defined in the Outer Continental Shelf Lands Act Amendments of 1978 or Clean Water Act of 1977 and Clean Water Act Amendments of 1978; or
 - (b) Deepwater port, as defined in the Deepwater Port Act of 1974 as amended;
- (6) The actual, alleged or threatened discharge, dispersal, release or escape of oil, gas or petroleum products into or upon the navigable waters of the United States of America, or adjoining shorelines, as defined by the Oil Pollution Control Act of 1990;
- (7) A "pollution incident" which originates at or emanates from a "waste disposal site";
- (8) A "pollution incident" in any way involving any "underground storage tank";
- (9) A "pollution incident" which originates at or emanates from any location which is not a "job site project";
- (10) A "pollution incident" in any way involving any activities of any insured which constitute a criminal offense under any federal, state or local law;
- (11) A "pollution incident" in any way involving "oil and gas exploration"; or
- (12) A "pollution incident" and included in the "products-completed operations hazard".

- 3. With respect to Contractor's Job Site Limited Pollution Coverage only, the last sentence of Paragraph 1. of Supplementary Payments is replaced by the following:

These payments will reduce the limits of insurance.

- 4. The following is added to Section III – Limits Of Insurance:

Contractor's Job Site Limited Pollution Coverage Limits Of Insurance

Subject to the General Aggregate Limit Of Insurance shown in the Commercial General Liability Coverage Part Declarations or the Aggregate Limit Of Insurance shown in the Products/Completed Operations Liability Declarations, whichever is applicable:

- a. The Pollution Aggregate Limit shown in the Schedule of this endorsement is the most we will pay during the policy period for the sum of all damages because of "bodily injury", "property damage", "clean-up costs" and "emergency response costs", and supplementary payments for all covered "pollution incidents".
- b. Subject to the Pollution Aggregate Limit, the Each Pollution Incident Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury", "property damage", "clean-up costs" and "emergency response costs", and supplementary payments arising out of any one "pollution incident".

All related, repeated, or continuous episodes of, and all "bodily injury", "property damage" "cleanup costs" and "emergency response costs" resulting from, the initial discharge, dispersal, seepage, migration, release or escape of "pollutants" will be deemed to have arisen out of a single "pollution incident" sustained at the specific time and date when the "pollution incident" first commenced.

The limits of insurance for Contractor's Job Site Limited Pollution Coverage provided by this endorsement are part of, not in addition to, the General Aggregate Limit Of Insurance provided by the Commercial General Liability Coverage Form or the Aggregate Limit Of Insurance provided by the Products/Completed Operations Liability Coverage Form.

- 5. With respect to Contractor's Job Site Limited Pollution Coverage only, the Conditions section is amended as follows:

- a. The heading, Paragraph a. and Paragraph d. under Condition 2. are replaced by the following:

2. Duties In The Event Of Pollution Incident, Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified of any "pollution incident". You must also see to it that we are notified of an "occurrence" or offense which may result in a claim. To the extent possible, notice should include:
- (1) How, when and where the "pollution incident", "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "pollution incident", "occurrence" or offense.

Notice must be given as soon as practicable. However, you must give notice of a "pollution incident" no later than the number of days shown as Days To Report in the Schedule of this endorsement following its discovery by any insured, in accordance with Paragraph **B.2.a.** of this endorsement.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent. However, written consent is not required with respect to "emergency response costs" that have been reported and approved by us or our appointed representative.

- b. The following is added to Condition 4. Other Insurance:

Contractor's Job Site Limited Pollution Coverage provided by this endorsement is excess over any other insurance available to any insured, whether such other insurance is primary, excess, contingent or any other basis, unless such other insurance is written to be specifically excess of this insurance.

- c. The following condition is added:

Two Or More Coverages, Coverage Forms Or Policies Issued By Us

If the coverage provided by this endorsement and any other coverage, Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "pollution incident", "cleanup costs", claim, "suit" or supplementary payments, the aggregate maximum limit of insurance under all of the coverages, Coverage Forms or policies will not exceed the highest applicable limit of insurance under any one coverage, Coverage Form or policy. This condition does not apply to any insurance issued by us or an affiliated company specifically to apply as excess insurance over the coverage provided by this endorsement.

6. With respect to Contractor's Job Site Limited Pollution Coverage only, the Definitions section is amended as follows:

- a. The definition of "occurrence" is replaced by the following:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. "Occurrence" does not include a "pollution incident".

- b. The following definitions are added:

"Cleanup costs" means reasonable and necessary expenses incurred in the investigation, evaluation, monitoring, testing, removal, containment, treatment, response, disposal, remediation, detoxification or neutralization of any "pollutants":

- a. To the extent required by any federal, state, local or provincial law, including but not limited to statutes, rules, ordinances, guidance documents, regulations and all amendments thereto, including state voluntary clean up or risk-based corrective action guidance, governing the liability or responsibilities of the insured; or
- b. Which have been actually incurred by the government or any political subdivision of the United States of America or any state thereof, or by third parties.

"Emergency response costs" means reasonable and necessary costs incurred to mitigate a "pollution incident" constituting an emergency situation whereby in the absence of such mitigation, "bodily injury" or "property damage" to third parties is imminent. "Emergency response costs" does not include "cleanup costs".

"Job site project" means "your work" at a particular job site, away from any premises you own, lease or occupy for administrative or storage purposes, to complete an individual bid or negotiated contract to provide services for a specified period of time. Multiple jobs, tasks, or work orders under an individual bid or negotiated contract at a particular job site are considered a single "job site project".

"Oil and gas exploration" means the underground search for hydrocarbon deposits, such as oil and natural gas. "Oil and gas exploration" includes, but is not limited to, site preparation, drilling, site maintenance, well service, tank batteries, gathering systems, pipeline operations and hauling or other ancillary operations in connection with the search.

"Pollution incident" means a sudden and abrupt discharge, dispersal, seepage, migration, release or escape of "pollutants" into or upon land, the atmosphere, or any water course or body of water.

"Underground storage tank" means any tank, vessel or storage facility, including associated piping and equipment connected to such tank, vessel or storage facility, which has or at any time in the past had at least 10% of its volume below ground.

"Waste disposal site" means a site or any part of a site which is or ever was used for treatment, storage, disposal or processing of waste, including materials to be recycled, reconditioned or reclaimed.

C. NON-OWNED WATERCRAFT

Paragraph (2) of Exclusion 2.g. Aircraft, Auto Or Watercraft under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 100 feet long; and
- (b) Not used to carry persons or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended as follows:

a. The last paragraph of Paragraph 2. Exclusions under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

b. Paragraph 6. under Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premise while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner, is the greater of:

- a. The Damage To Premises Rented To You Limit shown in the Schedule of this endorsement; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

2. The **PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM** is amended as follows:

a. The following is added to Paragraph 2. Exclusions under Section I – Coverages, Products/Completed Operations:

Exclusions c. through k. do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

b. Subject to Paragraph 3. of Section III – Limits Of Insurance, the most we will pay for damages because of "property damage" to any one premises while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner, is the Damage To Premises Rented To You Limit shown in the Schedule of this endorsement.

E. PER CONSTRUCTION PROJECT AGGREGATE

The following changes apply only to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** and are subject to the Maximum Policy Aggregate Limit shown in the Schedule of this endorsement. In no event will we be liable for damages in excess of the Maximum Policy Aggregate Limit shown in the Schedule of this endorsement.

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I, Coverage A, and for all medical expenses caused by accidents under Section I, Coverage C, which can be attributed only to ongoing operations at a single construction project:
 - a. A separate construction project aggregate limit applies to each construction project, and that limit is equal to the General Aggregate Limit shown in the Declarations.
 - b. The construction project aggregate limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C, regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
 - c. Any payments made under Coverage A for damages, or under Coverage C for medical expenses, will reduce the construction project aggregate limit for that construction project and the Maximum Policy Aggregate Limit shown in the Schedule of this endorsement. Such payments will not reduce the General Aggregate Limit shown in the Declarations, nor will they reduce any other construction project aggregate limit for any other construction project.
 - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable construction project aggregate limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I, Coverage A, and for all medical expenses caused by accidents under Section I, Coverage C, which cannot be attributed only to ongoing operations at a single construction project:
 - a. Any payments made under Coverage A for damages or under Coverage C for medical expenses will reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit shown in the Declarations, whichever is applicable, and the Maximum Policy Aggregate Limit shown in the Schedule of this endorsement; and
 - b. Such payments will not reduce any construction project aggregate limit.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations and the Maximum Policy Aggregate Limit shown in the Schedule of this endorsement, but not reduce the General Aggregate Limit nor the construction project aggregate limit.
4. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
5. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement will continue to apply as stipulated.

F. SUPPLEMENTARY PAYMENTS – CRISIS MANAGEMENT EMERGENCY RESPONSE EXPENSES

1. The following is added to Supplementary Payments – Coverages A and B under Section I – Coverages of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** and Supplementary Payments under Section I – Coverages Products/Completed Operations of the **PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**:

Crisis Management Emergency Response Expenses

- a. We will reimburse you for reasonable "crisis management emergency response expenses" incurred because of an "incident" giving rise to a "crisis" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered.
- b. We will reimburse only those reasonable "crisis management emergency response expenses" which are incurred during the policy period as shown in the Declarations of the policy to which this coverage is attached and reported to us within 6 months of the date the "crisis" was initiated.

c. The amount shown in the Schedule of this endorsement for this supplementary payment will be the most we will reimburse per policy period for all insureds combined. "Crisis management emergency response expenses" is not subject to any deductible.

2. The following are added to the Definitions section:

"Crisis" means the public announcement that an "incident" occurred on your premises or at an event sponsored by you.

"Crisis management emergency response expenses" means those expenses incurred for services provided by a "crisis management firm". However, "crisis management emergency response expenses" does not include compensation, fees, benefits, overhead, charges or expenses of any insured or any of your "employees"; nor does "crisis management emergency response expenses" include any expenses that are payable on your behalf or reimbursable to you under any other valid and collectible insurance.

"Crisis management firm" means any service provider you hire that is acceptable to us. Our consent will not be unreasonably withheld.

"Incident" means an accident or other event resulting in death or serious "bodily injury". "Incident" also means the accidental discharge of "pollutants".

G. SUPPLEMENTARY PAYMENTS – BAIL BONDS AND LOSS OF EARNINGS

Paragraphs 1.b. and 1.d. of Supplementary Payments – Coverages A And B under Section I – Coverages of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** and Paragraphs 1.b. and 1.c. of Supplementary Payments under Section I – Coverages Products/Completed Operations of the **PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM** are replaced by the following:

Up to the amount shown in the Schedule of this endorsement for the cost of bail bonds to release attachments. We do not have to furnish these bonds.

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the amount shown in the Schedule of this endorsement because of time off from work.

H. BROADENED DEFINITION OF INSURED

Section II – Who Is An Insured is amended as follows:

1. The following is added to Paragraph 2.a.:

Paragraphs (1) and (2) do not apply to managers at the supervisory level or above.

2. Paragraph 2. is amended to include the following as insureds:

Any legally incorporated organization of which you own at least 51% of the voting stock on the inception date of this Coverage Form and on the date of any covered "occurrence", offense, "pollution incident", claim or "suit".

This insurance shall not apply to any entity that is already insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance.

3. Paragraph 3. is replaced by the following:

Any legally incorporated organization you newly acquire or form, under the laws of the United States of America, its territories or possessions or Canada, and over which you maintain at least 51% ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
- c. Coverage does not apply to "pollution incidents" that first commence before you acquired or formed the organization; and
- d. Coverage does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. NOTICE OF OCCURRENCE

The following is added to Paragraph 2.a. of the Duties In The Event Of Occurrence, Offense, Claim Or Suit condition of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, and the Duties In The Event Of Occurrence, Claim Or Suit condition of the **PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**:

Such notice shall be given as soon as practicable after knowledge of the "occurrence", offense, injury or damage has been reported to your "executive officer" or risk manager or to the "employees" designated by you to give such notice.

J. EARNED PREMIUM AMENDMENT

The following is added to Paragraph 5. Premium Audit in the Conditions section:

The Earned Premium for the policy period is subject to a Minimum Term Premium Percentage, as shown in the Schedule of this endorsement, of the Total Advance Premium shown in the Commercial General Liability Coverage Part Declarations or the Total Premium shown in the Products/Completed Operations Liability Declarations.

We will waive additional premium due, if any, by an amount up to the Waived Percentage, as shown in the Schedule of this endorsement, of the Total Advance Premium or Total Premium shown in the applicable Declarations.

K. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Paragraph 6. Representations in the Conditions section:

If you unintentionally fail to disclose all hazards existing prior to the inception date of the policy period, we will not deny coverage under this Coverage Form because of such failure.

L. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed for, or affecting, any railroad where required by contract at any related job sites, the definition of "insured contract" in the Definitions section is replaced by the following:

"Insured Contract" means:

- a. A contract for a lease of premises. However that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

M. CANCELLATION AMENDMENT

We will provide notice of cancellation 60 days' before the effective date of cancellation if we cancel for any reason other than nonpayment of premium, unless we are required in any state to provide longer notice.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

The following changes revise SECTION I – COVERED AUTOS

Paragraph C.1. is deleted and replaced with the following:

1. Trailers

- a. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads; or
- b. "Trailers" designed primarily for travel on public roads when:
 - (1) Pulled by an owned private passenger auto specifically described in Item Three of the Declarations as a covered "auto" for Liability Coverage under this Coverage Form; and
 - (2) Not used for business, farming or ranching purposes.

Private passenger auto means a motor vehicle of the private passenger, station wagon, pickup or van type designed for use on public highways and subject to motor vehicle registration.

The following is added:

D. Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction.

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

Physical Damage Coverage is extended to the temporary substitute auto for the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto" that is out of service; or
2. 30 days.

The following changes revise SECTION II – LIABILITY COVERAGE

The following is added to Paragraph A.1.:

d. Blanket Additional Insured

Any person or organization that you are required to include as an additional insured on this Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies.

A person's or organization's status as an additional insured under this endorsement ends when your contract or agreement with such person or organization ends.

The Limits of Insurance applicable to the Additional Insured are those specified in the written contract or agreement but not more than the Limits of Insurance specified in the Declarations of this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the declarations for the Named Insured.

This Coverage does not apply to lessors of leased "autos".

e. Broadened Named Insured

Any business entity newly acquired or formed by you during the policy period provided you own 51% or more of the business entity and the business is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 90 days following acquisition or formation of the business entity or until the end of the policy period, whichever comes first.

f. Employee Hired Auto

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

Paragraphs A.2.a.(2) and A.2.a.(4) are deleted and replaced with the following:

2. Coverage Extensions

a. Supplementary Payments

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$300 a day because of time off from work.

The following changes revise **SECTION III – PHYSICAL DAMAGE COVERAGE**

This coverage applies only for a covered "auto" for which Physical Damage Coverage is provided for on this policy.

The following is added to Paragraph A.3:

Glass Repair – Waiver of Deductible

No deductible will apply to glass breakage if such glass is repaired in a manner acceptable to us rather than replaced.

Paragraph A.4.a. is deleted and replaced with the following:

4. Coverage Extensions

a. Limited Rental Reimbursement or Travel Expense

We will pay up to \$25 per day to a maximum of \$250 for rental reimbursement expenses for the rental of an "auto" or other transportation expense incurred by you because of "loss" to a covered "auto" which is covered by Comprehensive, Specified Causes of Loss, or Collision coverage

under this policy. No deductible applies to this coverage.

- (1) We will pay only for those expenses incurred as a result of a covered "loss" occurring during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- (a) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

- (b) 10 days.

- (2) Our payment under this Coverage Extension (4.a.) is limited to the lesser of the necessary and actual expenses incurred or the maximum amount shown, \$250.

- (3) Coverage under this Coverage Extension (4.a.) does not apply while there are spare or reserve "autos" available to you for your operations.

The following is added to Paragraph A.4.:

c. Transportation Expenses - Theft of a Private Passenger Auto

In the event of "loss" to a covered private passenger type "auto" caused by a total theft which is covered by Comprehensive or Specified Causes of Loss Coverage on this policy, we will pay up to \$25 per day to a maximum of \$500 for transportation expenses incurred by you as a result of that "loss".

- (1) We will pay for transportation expenses incurred during the period beginning 264 hours (11 days) after the "loss".
- (2) Regardless of the policy's expiration, our reimbursement of your transportation expenses under this Coverage Extension will end when the covered "auto" is returned to your use or we pay for its "loss".

- (3) No deductible applies to this Coverage Extension.

d. Tapes, Records and Discs

We will pay for "loss" to tapes, records, compact discs, or other similar devices used with audio, visual or data electronic devices.

- (1) We will pay only if the tapes, records, compact discs, or other similar devices:

- (a) Are your property or that of a family member; or
 - (b) Are the property of an "employee" using a covered "auto" in your business affairs at the time of the "loss"; and
 - (c) Are in a covered "auto" which sustains other covered "loss" under Comprehensive or Collision coverage at the time of the "loss" to tapes, records, compact discs, or other similar devices.
- (2) The most we will pay for "loss" under this Coverage Extension (4.d.) is \$200.
- (3) Physical Damage Coverage provisions apply to this coverage, except that any deductible applicable to Comprehensive or Collision coverage does not apply to this Coverage Extension (4.d.).

The exclusion referring to tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment does not apply.

e. Camper Bodies

In the event of a "loss" to a detached "camper," physical damage coverage will apply as if it were part of the covered "auto" on which it is rated.

f. Contents of a Travel Trailer, Camper or Motor Home

When a Travel Trailer, "Camper" or Motor Home is a scheduled auto for physical damage coverage, we will pay up to \$1,000 for "loss" to personal property belonging to you or a family member that is within the Travel Trailer, "Camper" or Motor Home. We will pay up to \$250 for "loss" to personal property belonging to you or a family member that is outside the Travel Trailer, "Camper" or Motor Home.

- (1) We will not pay for "loss" to:
- (a) Articles carried or held for sale, storage or repairs, or for later delivery; goods kept to show or sell; or theatrical wardrobes.
 - (b) Business, store or office furniture or equipment.
 - (c) Records or accounts, money, bullion, deeds, contracts, evidences of debt, securities, tokens or tickets, stamps in current use or manuscripts.

- (d) Animals, private passenger "autos," motorcycles, aircrafts, boats or any other motorized vehicles or their equipment, furnishings or appurtenances.
- (e) Equipment or accessories while your Travel Trailer, "Camper" or Motor Home is leased or rented to any organization or any person other than you or a family member.

- (2) The maximum we will pay for "loss" is the lesser of:
- (a) The actual cash value of the personal property at the time of "loss";
 - (b) The cost of repairing the damage; or
 - (c) The cost of replacing the damaged personal property with other personal property of like kind, condition, quality and value.

g. Vacation Expense Allowance

We will pay you \$50 per day to a maximum of \$500 for extra expenses when a Travel Trailer, "Camper" or Motor Home is a scheduled auto for physical damage coverage, and the Travel Trailer, "Camper" or Motor Home:

- (1) Is damaged or destroyed and is uninhabitable; and
- (2) While being used for vacation purposes within the policy period.

Extra expenses must be supported by receipts or other valid evidence.

The following is added to Paragraph A.:

5. Extra Expense – Broadened Coverage

We will pay for the direct expense of the returning of a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. This coverage will only apply to vehicles recovered inside the 48 contiguous United States. This coverage does not apply to an "auto" we deem a total "loss".

The following is added to Paragraph B.3.a.:

Airbag Coverage – Accidental Deployment

However, this exclusion does not apply to the unintended inflation of an airbag if the inflation is caused by mechanical or electrical breakdown.

The following changes revise **SECTION IV – BUSINESS AUTO CONDITIONS**

The following is added to Paragraph A.2.a.:

Amended Duties in the Event of an Accident, Claim, Lawsuit or Loss

However, this duty is only required when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

The following is added to Paragraph A.:

6. Blanket Waiver of Subrogation

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

The following is added to Paragraph B.2.:

Unintentional Failure to Disclose Hazards

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

Paragraph B.5.b. is deleted and replaced with the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

The following is added to Paragraph B.5.

- e. To the extent required by an "insured contract", this insurance is primary on behalf of the additional insured, and any other insurance maintained by the additional insured is excess and not contributory with this insurance. If the "insured contract" does not require this provision, then Paragraph a. above will apply.

The following changes revise **SECTION V – DEFINITIONS**

The following is added:

- Q. "Camper" means a portable dwelling unit without axles or wheels that has been manufactured for attachment on the bed of a pickup truck to be used for casual travel or camping.



RECEIVED

OCT 2 - 2020

MEMORANDUM

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

TO: The Honorable Satpal Singh Sidhu, County Executive

THROUGH: Jon Hutchings, Public Works Director *JHK SIGN FOR DIRECTOR*

FROM: James Karcher P.E., County Engineer *JK*

RE: Construction Contract – Henifin Construction, LLC. – Bid No. 20-48
Leeward Way Drainage Improvement Project, CRP 920015

DATE: September 29, 2020

Attached for your review and signature are two original copies of the subject contract between Whatcom County and Henifin Construction, LLC. for construction of the Leeward Way Drainage Improvements Project.

▪ **Requested Action**

Public Works requests the County Executive execute both original copies of the attached contract. Please sign and date where indicated.

▪ **Background and Purpose**

Bid proposals for the project were opened at 2:30 p.m. on Tuesday, August 18, 2020. A total of one (1) bid was received and considered responsive. The responsive low bid was Henifin Construction, LLC, in the amount of \$229,270.00, including all taxes. The proposed construction start date is October 5, 2020.

▪ **Funding Amount and Source**

There is sufficient budget authority for this expenditure under Item No. 39, "Unanticipated Site Improvements" on the 2020 Annual Construction Program.

Please contact Ben Kuiken at extension 6303 if you have any questions.