



Elizabeth Kosa
Director

Garrett Reynolds, Superintendent

MEMORANDUM

To: The Honorable Satpal Singh Sidhu, County Executive and Honorable Members of the Whatcom County Council

Through: Elizabeth Kosa, Public Works Director *EK*

From: Michael Koenen, Public Works Maintenance and Operations Assistant Superintendent

Date: April 24, 2023

Re: Bid #23-22, Street Sweeping and Cleaning Service

▪ **Requested Action**

I am requesting Executive and Council approval to award the bid and enter into a subsequent contract for the period of July 1, 2023 through June 30, 2024 for Street Sweeping and Cleaning Services to Herron Valley, Inc. (DBA, and hereafter referred to as, Bayside Services), not to exceed the amount of \$85,000.00.

▪ **Background and Purpose**

Bids were duly advertised and submitted for the purposes of providing for the annual street sweeping and cleaning service of the Lake Whatcom and Lake Samish watershed area. Public Works Maintenance and Operations Division contracts out this service using a regenerative air sweeper for roads located in the Lake Whatcom and Lake Samish watershed area. Additionally, street sweeping and cleaning services of certain roads designated in the Lake Whatcom watershed are to be conducted twice-a-month during the months of October and November. Two bid responses were received Tuesday, April 11, 2023, with Bayside Services being the low bidder.

▪ **Funding Amount and Source**

The subsequent contract will be in the amount of \$85,000.00. These are regularly budgeted expenditures for service, which is used on an annual basis along with estimated costs associated with on-call emergency services as needed and has been budgeted during the 2023-2024 Budget process in the Road fund.

ANNUAL CONTRACT AMOUNT FOR STREET SWEEPING AND CLEANING SERVICES				
YEAR	2019	2020	2021	2022
ANNUAL COST	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000

Based on the bid response and prior and estimated usage it is anticipated total expenditures will be \$85,000.00 and therefore requires Whatcom County Council approval.

Differences from Previous Contract

This contract will be July 1, 2013 to June 30, 2024, with two one-year annual renewals, for a total amount of \$85,000 for this first year term. The price is not subject for change under each subsequent renewal.

▪ **Recommended Action**

Please approve this award and forward to the Executive and the Whatcom County Council for approval. Please contact Michael Koenen at extension 6419, if you have any questions or concerns.

Enclosures

In Accordance with WCC 3.08.030, I concur with this recommendation.

Digitally signed by Sara Winger
DN: cn=Sara Winger, o=Whatcom County AS
Finance, ou=Senior Purchasing Coordinator,
email=swinger@co.whatcom.wa.us, c=US
Date: 2023.05.08 14:54:00 -07'00
Adobe Acrobat version: 2020.005,30467

Sara Winger

Sara Winger, Senior Purchasing Coordinator

_____ Date

WHATCOM COUNTY BID OPENING RESULTS

The following information is a record of bidders and their bid totals as received at the time of the bid opening. All bids are subject to review by the requesting department and approval by the County Executive and the County Council. A formal award or rejection notice and tabulation will be issued to all participants or to any interested people once the bid has been awarded.

BID #23-22 Street Sweeping and Cleaning Service

Public Works M&O

2:30 PM Tuesday April 11, 2023

BIDDER	ADDENDA (2)	BOND	TOTAL
Bayside Services	✓	✓	\$85,000.00
Western Refinery Services	⊘	✓	\$165,770.00

Distribution List – Pg 1/2

Street Sweeping and Cleaning Service

Whatcom County Bid #23-22

(Deadline: 2:30 PM, Tuesday, ~~April 4~~ April 11, 2023)(Extended in Addendum 1)

Direct all questions in writing to Garrett Reynolds, M&O Superintendent, and Michael Koenen, M&O Assistant Superintendent, via email to:
mo@co.whatcom.wa.us

Addenda: #1, Issued 03/31/2023; #2, Issued 04/06/2023

Plans & Specs: Download available at no charge from <http://www.whatcomcounty.us/Bids.aspx>

The Bid Opening will be held live at <https://meet.goto.com/273232365>. See the last page of this Distribution List for details.

	Company Name (Alphabetical)	Primary Contact Name	Email Address	Phone Number	Comments
1	5 star cleaning	Ana Ostapchuk	Annaostapchuk@yahoo.com	360-395-8508	Plan Center
2	Bid Ocean	Eric Johnson	eric@bidocean.com	866-347-9657	
3	Bidnet	Bid Net	gbs@bidnet.com	866-677-1997	
4	Construction Bid Source	Martha Lantz	mlantz@constructionbidsource.com	888-786-9450	Plan Center
5	Contractor Plan Center	Brie Kidwell	brie@contractorplancenter.com	503-650-0148	Plan Center
6	Herron Valley, Inc. dba Bayside Services	Chris Moe	baysideservices@msn.com	360-671-2527	Street Sweeping
7	IntellectFaces,Inc	Kishore Kochi	rfps@intellectfaces.com	703-340-6445	
8	North America Procurement Council, Inc.	Eric Johnson	eric@bidocean.com	866-347-9657	Info only; Non-bidder, non-supplier
9	North America Procurement Council, Inc. PBC	Nikita Pradhan	bids@napc.me	302-450-1923	Info only; Non-bidder, non-supplier
10	North America Procurement Council, Inc. PBC	Palash Roy	bids@napc.me	970-237-4411	
11	Prime Vendor Inc.	Bid Clerk	primevendor123@gmail.com	910-805-9630	
12	sealx	Jaz Singh	jaz@sealxpro.net	206-981-8141	
13	Spokane Regional Plan Center	Robyn Stevens	projectinfo@plancenter.net	509-328-9600	Plan Center
14	SWS Equipment	James Long	jamesl@swsequipment.com	253-709-5082	sweeper dealer
15	THWilson Bonds	Sheila a smith	thwbonds@outlook.com	559-876-2610	Prime
16	Western Contruction Resources	Dawn Harju	info@wcrinc.com	360-738-0370	Plan Center
17	WRS	Lance McLean	bids@wrsweb.com	360-366-3303	Prime
18	WRS	Wayne Kroon	waynek@wrsweb.com	360-410-7110	Plan Center,Prime

Distribution List – Pg 2/2

Street Sweeping and Cleaning Service

Whatcom County Bid #23-22

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Whatcom County Public Bid Opening invitation:

Join the meeting from your computer, tablet, or smartphone:

<https://meet.goto.com/273232365>

You can also dial using your phone:

(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (571) 317-3129

-One-touch: <tel:+15713173129,,273232365#>

Access Code: 273-232-365

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

Whatcom County
Bid #23-22
Street Sweeping and Cleaning Service
BID RESPONSE FORMS

Page 1 of 4

Submit Sealed Bids Before: 2:30 PM Tuesday, April 4, 2023
Deliver To: Whatcom County Administrative Services Purchasing
 311 Grand Avenue Suite 503, Bellingham WA 98225

Prices quoted are firm through June 30, 2024

In accordance with the bid requirements, we are submitting the following with this proposal:

	Please Check	
1.	<u>X</u>	Bid Response Forms
2.	<u>X</u>	Bid Proposal Statement
3.	<u>X</u>	Non-Collusion and Affidavit
4.	<u>X</u>	Bidder Identification
5.	<u>X</u>	Bid Proposal Signature and Addendum Acknowledgement
6.	<u>N/A</u>	Bid Bond
7.	<u>X</u>	Retainage Investment Option Option # <u>2</u>
8.	<u>X</u>	List of Approved Bonds or Securities (if Option #2 or #3 is chosen)
9.	<u>X</u>	Certificate of Insurance (Whatcom County as Additional Insured)
10.	<u>X</u>	Any Other Special Conditions <u>Current Contract Performance Bond</u>

The bidder submitting this proposal is a:

Sole Proprietorship
 Partnership
 Corporation

Emergency Response Time After Notification 1 hour

Prompt Payment Discount Offered none

BIDDER IDENTIFICATION

Company Name Herron Valley Inc dba Bayside Services

Address PO Box 216
Everson, WA 98247

Email baysideservices@msn.com

Primary Contact Chris Moe Phone 360-671-2527

Emergency Contact Chris Moe Phone 360-815-3026

Whatcom County
 Bid #23-22
 Street Sweeping and Cleaning Service

Company Name Herron Valley Inc. dba Bayside Services

ITEM NO.	APPROX. QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL FOR 12-MONTH PERIOD
1.	LUMP SUM 55.94 C/L	STREET SWEEPING & CLEANING SERVICE ON LAKE WHATCOM ROADS IN THE WATERSHED (Once a month for 12 month service period) (See Addendum 2, Table 1, Page 2-4 for List of Roads)		
		<i>Sixty-two thousand seventy and ⁰⁰/₁₀₀</i> Written Lump Sum Price	L.S.	\$ 62,070. ⁰⁰
2.	LUMP SUM 28.21 C/L	STREET SWEEPING & CLEANING SERVICE ON LAKE WHATCOM ROADS IN THE WATERSHED (Second sweeping once a month from October 1 through November 30, see page 6-Scope of Work) (See Table 2, Page 14 for List of Roads)		
		<i>Five thousand two hundred forty and ⁰⁰/₁₀₀</i> Written Lump Sum Price	L.S.	\$ 5,240. ⁰⁰
3.	LUMP SUM 15.87 C/L	STREET SWEEPING & CLEANING SERVICE ON LAKE SAMISH ROADS IN THE WATERSHED (Once a month for 12 month service period) (See Table 3, Page 14 for List of Roads)		
		<i>Seventeen thousand six hundred ninety and ⁰⁰/₁₀₀</i> Written Lump Sum Price	L.S.	\$ 17,690. ⁰⁰
4.	*100 HRS (ESTIMATED)	ON CALL/EMERGENCY STREET SWEEPING & CLEANING SERVICE ON LAKE WHATCOM OR LAKE SAMISH ROADS IN THE WATERSHED (On Call for 12 month service period) (See Tables 2 & 3, Page 14 for List of Roads)		
		<i>zero</i> Written Estimated Lump Sum Price	\$	\$ \emptyset
			HOUR	
BID TOTAL				\$ 85,000. ⁰⁰

Note:

* On-Call Extra Sweeping & Emergency Call – Estimated at 100 hours (12 month period) for bidding purposes only (quantity not guaranteed).

Whatcom County
Bid #23-22
Street Sweeping and Cleaning Service
BID RESPONSE FORMS

Page 3 of 4

Company Name Herron Valley, Inc. dba Bayside Services

CONTRACTOR'S PROPOSED EQUIPMENT

1. Sweeper No. 1 Year: 2020 Model: Schwarze A1 Tornado

Description: A heavy-duty, chassis mounted, regenerative
air street sweeper.

Features: A heavy-duty, chassis mounted, regenerative
air street sweeper.

Proposed Scheduled Percentage of Use for This Contract: 100 %

2. Sweeper No. 2 Year: 2015 Model: Schwarze A1 Tornado

Description: A heavy-duty, chassis mounted, regenerative
air street sweeper.

Features: A heavy-duty, chassis mounted, regenerative
air street sweeper.

Proposed Scheduled Percentage of Use for This Contract: Backup Only 0%

3. Sweeper No. 3 Year: 2017 Model: Gale

Description: Regenerative air sweeper.

Features: Regenerative air sweeper.

Proposed Scheduled Percentage of Use for This Contract: 0 %

Whatcom County
Bid #23-22
Street Sweeping and Cleaning Service
BID RESPONSE FORMS
Page 4 of 4

Company Name Herron Valley, Inc dba Bayside Services

CONTRACTOR'S LIST OF REFERENCES

Please provide the following reference information if you have not done business with Whatcom County in the past three years.

1. Name _____
Address _____
Contact & Title _____
Email _____
Phone Number _____

2. Name _____
Address _____
Contact & Title _____
Email _____
Phone Number _____

3. Name _____
Address _____
Contact & Title _____
Email _____
Phone Number _____

Kristine J. Noe
Submitted By

3/31/23
Date

N/A

Whatcom County
Bid #23-22
Street Sweeping and Cleaning Service
BID RESPONSE FORMS

Certification of Compliance with Wage Payment Statutes
(Original signed form must be submitted prior to contract award.)



The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (March 22, 2023), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Herron Valley Inc. dba Bayside Services
Bidder's Business Name

Kristina Moe 3/31/23
Signature of Authorized Official* Date

Kristina Moe
Printed Name

President
Title

Everson WA
City State

Check One:
Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:
Washington

If a co-partnership, give firm name under which business is transacted:

* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.

**Whatcom County
Bid #23-22
Street Sweeping and Cleaning Service**

**ATTACHMENT A
STREET SWEEPING AND CLEANING SERVICE**

Whatcom County
Bid #23-22
Street Sweeping and Cleaning Service

BID PROPOSAL

STREET SWEEPING & CLEANING SERVICE

Date: March 31, 2023

To: Whatcom County Executive and Council
Whatcom County Courthouse
311 Grand Avenue
Bellingham, Washington 98225

Gentlepersons:

This certifies that the Undersigned has examined the location of the project site and the conditions of work, and has carefully read and thoroughly understands the bid documents entitled "Street Sweeping and Cleaning Service", Whatcom County, Washington, governing the work embraced in this project, and the method by which payment will be made for said work.

The Undersigned hereby proposes to undertake and complete the work embraced in this project in accordance with said bid documents and subsequent contract, and agrees to accept as payment for said work, the schedule of lump sum and unit prices for the estimated quantities and items of work as set forth in the Bid Response Form.

The Undersigned acknowledges that payment will be based on the actual work performed, as measured or provided for in accordance with the said bid documents, and that no additional compensation will be allowed for any taxes not otherwise included in each lump sum or unit price., and that the basis for payment will be the actual work performed and measured or provided for in accordance with the said bid documents.

Company Name: Herron Valley Inc dba Bayside Services
Submitted By: Kristine Moe, President
(Name & Title)

Whatcom County
Bid #23-22
Street Sweeping and Cleaning Service

NON-COLLUSION AND AFFIDAVIT

I, the Undersigned, an authorized representative of Herron Valley, Inc. DBA
Bay Side Services being first duly sworn on oath do hereby certify that said person(s) firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

I further acknowledge that by signing the proposal signature page of the proposal, I am deemed to have signed and have agreed to the provisions of this non-collusion affidavit.

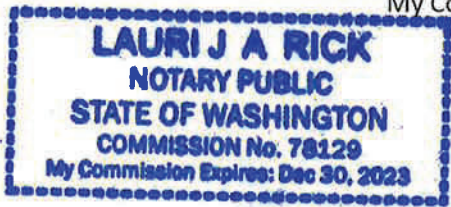
Kristine Moe, President
Signature
3/31/23
Date

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

On this 31st day of MARCH 2023, before me personally appeared KRISTINE MOE 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:

My Commission Expires: 12-30-2023



**Whatcom County
Bid #23-22
Street Sweeping and Cleaning Service**

BIDDER IDENTIFICATION

The name of the Bidder submitting this proposal, the address and phone number to which all communications concerned with this proposal shall be made, and the number which has been assigned indicating the Bidder is licensed to do business in the State of Washington are as follows:

Firm Name: Herron Valley Inc dba Bayside Services

Address: PO Box 216
Everson, WA 98241

Telephone Number: 360-671-2527 Fax Number: 360-398-8082

Contact Name: Chris Moe

Contact Phone: 360-671-2527

Contact Email: baysideservices@msn.com

Contractor's WA Registration Number: BAYSIS*933DZ

Contractor's WA UBI Number: 602 000 608

Contractor's WA Employment Security Department Number: 104626002

Contractor's WA Excise Tax Registration Number: 602 000 608

- The Firm submitting this proposal is a:
- Sole Proprietorship
 - Partnership
 - Corporation

The names and titles of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

Kristina Moe, President _____

Chris Moe, Vice President _____

Jon Moe, Treasurer _____

NOTE: Signatures of this proposal must be identified above. Failure to identify the Signatories will be cause for considering the proposal irregular and for subsequent rejection of the bid.

Whatcom County
Bid #23-22
Street Sweeping and Cleaning Service

BID PROPOSAL SIGNATURE AND ADDENDUM ACKNOWLEDGMENT

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein. The undersigned hereby agrees to reimburse its labor not less than the prevailing rates of wages or less than the hourly minimum rate of wages as specified in the specifications and conditions for this project.

A proposal guaranty in the amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above process and in the form as indicated below, is attached hereto:

CASHIER'S CHECK 4250.00 DOLLARS
CERTIFIED CHECK (\$ _____) PAYABLE TO WHATCOM COUNTY
PROPOSAL BOND (\$ _____) IN THE AMOUNT OF 5% OF THE BID

Receipt is hereby acknowledged by addendum(s) No.(s) 1, 2, & _____.

SIGNATURE OF AUTHORIZED OFFICIAL(S)

(Proposal Must Be Signed)

Kristine Moe, President

(Seal)

Herson Valley, Inc DBA
Bayside Services
Firm Name

STATE OF WASHINGTON)) ss.
COUNTY OF WHATCOM)

On this 31st day of MARCH, 2023, before me personally appeared KRISTINE MOE to me known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing sealing thereof.



[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at LYNCH WA
My commission expires: 12-30-2023

NOTE: This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from Whatcom County will be cause for considering the proposal irregular and for subsequent rejection of the bid.

**Whatcom County
Bid #23-22
Street Sweeping and Cleaning Service**

BID BOND

KNOW ALL PERSONS BY THESE PRESENT, that we _____

of, _____, as Principal, and _____
a corporation organized and doing business under and by virtue of the laws of the State of _____

_____ and duly licensed to conduct a general surety business in the State of Washington as Surety, are held and firmly bound unto Whatcom County, a Municipal Corporation and Charter County in the State of Washington, in the full and penal sum of five percent (5%) of the total amount of the bid proposal of said Principal for the work hereinafter described, for which payment, well and truly to be made, we firmly bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, jointly and severally by these presents.

The condition of this bond is such that, whereas, the Principal herein is herewith submitting his or its bid proposal for **Street Sweeping and Cleaning Service**, said bid proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said Principal be accepted, and the contract be awarded to said Principal, and if said Principal shall duly make and enter into and execute said contract and shall furnish the performance bond as required by the bidding and contract documents within a period of ten (10) days from and after said award, exclusive of the day of such award, then its obligation to pay the above-mentioned penal sum as liquidated damages shall be null and void, otherwise it shall remain and be in full force and effect.

SIGNED AND SEALED, this _____ day of _____ 2023.

PRINCIPAL

ATTORNEY-IN-FACT, SURETY

Company Name

Company Name

Signature

(Seal)

Signature

Print

Print

The Attorney-in-Fact (Resident Agent) who executes this bond on behalf of the surety company must attach a copy of his Power-of Attorney as evidence of his authority.

N/A

Whatcom County
Bid #23-22
Street Sweeping and Cleaning Service

RETAINAGE INVESTMENT OPTION

CONTRACTOR Herron Valley Inc. dba Bayside Services
PROJECT NAME Street Sweeping and Cleaning Service
DATE March 31, 2023

Pursuant to RCW 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 monies 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 chosen by you 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 retained 30-45 days after acceptance of work by the County or following receipt of Washington State Departments of Labor and Industries / Revenue / Employment Security, whichever takes longer.

Kristina Moe President
Contractor's Signature Title

Whatcom County
Bid #23-22
Street Sweeping and Cleaning Service

LIST OF APPROVED BONDS OR SECURITIES

Please indicate which type of Bonds or Securities that have been selected by checking the appropriate number below:

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Obligations of any corporation wholly-owned by the government of the United States.
4. Indebtedness of the Federal National Mortgage Association.
5. Time deposits in Commercial Banks, Mutual Savings Banks or Savings and Loan Associations.
7. Interest Bearing Accounts

When an election is made to deposit amounts reserved in an interest bearing account in a bank, mutual savings bank, or savings and loan association, the contractor is to select an institution. Any bank selected must be a qualified public depository under RCW 39.58.010.

Deposits in an interest bearing account are to be in the name of the Department and are not to be allowed to be withdrawn without the Department's written authorization. The amounts deposited are not to be subject to withdrawal until after final acceptance of said improvement or work as completed, or until agreed to by both parties.

Interest earned on deposits is to be paid to the contractor as said interest becomes payable under the terms of the deposit. The account is to be appropriately noted by the bank, savings bank, or savings and loan association to enable that institution to report interest payments made to the contractor to the Internal Revenue Service in the proper format.

In no event shall Whatcom County approve investments in stock of any company, association, or corporation. In all cases, the investments selected must mature on or prior to the date set for completion of the contract, including extensions thereof.

**Whatcom County
Bid #23-22
Street Sweeping and Cleaning Service**

**ATTACHMENT B
PREVAILING WAGE RATES**

Whatcom County
Bid #23-22
Street Sweeping and Cleaning Service

State of Washington
Department of Labor & Industries
Prevailing Wage Section – Telephone 855-545-8163
PO Box 44540, Olympia WA 98504-4540

Journey Level - Whatcom County
Effective Date 04/05/2023

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker’s wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the [Benefit Key Code](#).

Below is a partial list of Prevailing Wage Rates. If the proper category is not listed, please refer to the [WA State Department of Labor & Industries website](#).

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
Whatcom	Street And Parking Lot Sweeper Workers	Journey Level	\$15.74		I	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2023

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 Oltman Insurance Agency, Inc. 2417 Meridian Street, Suite 102 Bellingham WA 98225 License#: 30002 BAYSSER-01	CONTACT NAME: Brad Neitling PHONE (A/C, No, Ext): 360-734-3960 E-MAIL ADDRESS: brad@oltmaninsurance.com FAX (A/C, No): 360-671-4590													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Ohio Security Insurance Co</td> <td>24082</td> </tr> <tr> <td>INSURER B : The Ohio Casualty Insurance Co</td> <td>24074</td> </tr> <tr> <td>INSURER C : Navigators Specialty insurance Company</td> <td>36056</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 : Ohio Security Insurance Co	24082	INSURER B : The Ohio Casualty Insurance Co	24074	INSURER C : Navigators Specialty insurance Company	36056	INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Ohio Security Insurance Co	24082													
INSURER B : The Ohio Casualty Insurance Co	24074													
INSURER C : Navigators Specialty insurance Company	36056													
INSURER D :														
INSURER E :														
INSURER F :														

INSURED
 Herron Valley, Inc.
 dba: Bayside Services
 PO Box 216
 Everson WA 98247-0216

COVERAGES

CERTIFICATE NUMBER: 1565611399

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	BKS57846414	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAS57846414	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO57846414	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	BKS57846414	3/1/2023	3/1/2024	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER WA - STOP GAP E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	Commercial Excess over top of Umbrella Liability			SE23EXCZ0D6WDIC	3/1/2023	3/1/2024	Each Occurrence 4,000,000 Aggregate 4,000,000 Prod. Comp. Ops. 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job: Whatcom County Public Works

See Attached...

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

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ADDITIONAL REMARKS SCHEDULE

AGENCY Oltman Insurance Agency, Inc.		NAMED INSURED Herron Valley, Inc. dba: Bayside Services PO Box 216 Everson WA 98247-0216	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers are listed as Additional Insured to the Automobile Liability with respects to the work performed by the Named Insured.
 Per Form: AC 85 01 06 18 (attached)
 AC 85 01 06 18 - Primary and Non-contributory (attached)
 AC 85 01 06 18 - Waiver of Subrogation (attached)

Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers are listed as Additional Insured to the General Liability with respects to the work performed by the Named Insured.
 Per Form: CG 88 10 04 13 (attached)
 CG 88 10 04 13 - Primary and Non-Contributory (attached)
 CG 88 10 04 13 - Waiver of Subrogation (attached)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

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SECTION I - COVERED AUTOS is amended as follows:

1. TRAILERS - INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** of **SECTION I - COVERED AUTOS**:

"Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

SECTION II - LIABILITY COVERAGE is amended as follows:

2. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II - LIABILITY COVERAGE, Paragraph A.1. - Who Is An Insured is amended to include the following as an "insured":

d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
- (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision d. does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

3. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

4. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

5. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic 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 \$500 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion B.5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

7. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or
- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business, subject to the following limit and deductible:
 - a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
 - b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
 - c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
 - d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
 - e. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

8. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph **A.2. Towing**, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

9. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. Coverage Extensions, Transportation Expenses of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

10. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.
- g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 12.B.

11. EXTRA EXPENSE - BROADENED COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

12. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

13. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

14. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

15. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph a. of the exception to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusions 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:
- (1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and
 - (2) Designed to be solely operated by use from the power from the "auto's" electrical system; and
 - (3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

16. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

A. Paragraph **C. Limit Of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - d. Transfer or rollover balances from previous loans or leases;
 - e. Final payment due under a "Balloon Loan";
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
 - g. Security deposits not refunded by a lessor;
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
 - i. Any amount representing taxes;
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

17. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

18. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

19. TWO OR MORE DEDUCTIBLES

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible**:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

21. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
- (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) Member, if you are a limited liability company;
 - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insureds" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

22. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

23. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **B.7. Policy Period, Coverage Territory**, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

24. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

25. BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS**, Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.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, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph **a.** is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. 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 **\$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (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.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "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.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.



b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
 - c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
- 2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.**

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain 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 expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 6. **Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.



P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization 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" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

CONTRACT PERFORMANCE BOND

Bond No. SUR40006274

KNOW ALL MEN BY THESE PRESENTS, that we, Herron Valley, Inc. (DBA Bayside Services), 4717 Hannegan Road, Bellingham, Washington, as Principal, and IRONSHORE INDEMNITY INC., a corporation organized and doing business under and by virtue of the laws of the State of Washington and duly licensed to conduct a general surety business in the State of Washington as Surety, are held and firmly bound unto Whatcom County, as Obligee herein, in the sum of SEVENTY- FIVE THOUSAND AND NO/CENTS (\$75,000.00 USD), lawful money of the United States, for which payment, well and truly to be made, we firmly bind ourselves, our heirs, executors, and successors, jointly and severally by these presents, for the term of the bond or any extension thereof that may be granted by the County according to the terms stated below.

WHEREAS, the above named Principal has executed and entered into a certain Contract, with the Obligee, dated 1st on day of July, 2015 in the Contract described, which Contract is hereto annexed.

NOW THEREFORE, the condition of this obligation is such that if the above Principal shall well and truly perform and fulfill each 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 each 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 above Principal shall pay to the Obligee all damages or forfeitures which may be sustained by reasons of the nonperformance or malperformance on the part of the above Principal of any of the covenants, conditions, stipulations, and agreements of this 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.

Notwithstanding any provision in the contract to the contrary, this bond shall be effective on July 1, 2015 and shall expire on July 1, 2016 and may be renewed from year to year by Continuation Certificate at the option of the Surety but failure of the surety to renew this bond will not constitute a default as defined in the contract or by the bond. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a performance bond for subsequent terms under said contract shall constitute loss to the Obligee recoverable under this bond.

IN WITNESS WHEREOF, the seal and signature of the said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this 30th day of June, 2015.

PRINCIPAL
HERRON VALLEY, INC. DBA: BAYSIDE SERVICES
Company Name

Signature

Print

PO BOX 216, EVERSON, WA 98247
Address

ATTORNEY-IN-FACT, SURETY
IRONSHORE INDEMNITY INC.
Company Name

Signature
ROBERTA L. GREEN, ATTORNEY-IN-FACT
Print

155 NE 100TH STREET, SUITE 201, SEATTLE, WA 98125
Address

The Attorney-In-Fact (Resident Agent) who executes this bond on behalf of the Surety must attach a copy of his/her Power-of-Attorney as evident of his/her authority.

WHATCOM COUNTY:
Approved as to form:

Daniel L. Gibson, Chief Civil Deputy Prosecuting Attorney Date



ASSUMPTION OF LIABILITY CERTIFICATE (the "Certificate")

Obligee: Whatcom County
(Name & Address) 311 Grand Ave
Bellingham, WA 98225-4048

9489 0090 0027 6145 7275 94

Principal: Herron Valley Inc dba Bayside Services
(Name & Address) PO Box 216
Everson, WA 98247

Effective 7/1/2021 ("Effective Date"), this Certificate hereby provides for the assumption by Lexon Insurance Company (the "Surety") of future rights and liabilities as the surety under Bond Number SUR40006274 (the "Original Bond") with Ironshore Indemnity, Inc., previously issued in favor of the Obligee.

This certifies that the Surety, in consideration of the agreements and covenants herein contained and other good and valuable consideration, assumes future liability as the surety under the Original Bond.

BY ISSUANCE OF THIS CERTIFICATE IT IS AGREED:

1. That the Surety assumes future rights and liabilities as the surety under the Original Bond, which, as of the Effective Date, the Original Bond is now designated with a new bond number LICX3000709 (the "New Bond").
2. That the rights and future liabilities of the Surety under the New Bond: (a) shall be subject to all of the terms, conditions, limitations and warranties contained in the Original Bond and any written amendments or agreements thereto; and (b) shall in no event be greater than the penal sum of the Original Bond, including any written amendment, agreements or obligations stipulated in the Original Bond form thereto.
3. As of the Effective Date, all premiums paid in remittance of future billings under the New Bond will inure to the Surety.

IN WITNESS WHEREOF, the Surety has caused this Certificate to be duly executed as of the Effective Date.

Lexon Insurance Company
(Surety)

By: 
Carlton Lewis Seilhan, Attorney-in-Fact

Revised 2018.5.03



KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Carlton Lewis Seilhan as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 1st day of July 2021

By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870