



CONTRACTS & AGREEMENTS

ECM INDEX DATA

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PORT OF EVERETT

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07/15/2020

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Resolution:

Leg Date:

Vendor #:

318624

Description:

INTERLOCAL JOINT PURCHASING AGREEMENT - JOR ORDER
CONTRACTING PO 1410425-000

PORT OF EVERETT
07/15/2020

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2099
\$100176854

Notes:

1410425.000

CRI 51689 DATE 8-26-14 LOC INTERLOCAL-00

INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT is between the City of Bellevue, a political subdivision of the State of Washington, and Port of Everett, a public agency under the laws of the State of Washington.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provided for interlocal cooperation between governmental agencies; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for intergovernmental disposition of property; and

WHEREAS, the parties desire to utilize each other's procurement agreements when it is in their mutual interest; --

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE: The purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase or acquisition of goods and services under contracts where a price is extended by either party's bidder to other governmental agencies.
2. ADMINISTRATION: No new or separate legal or administrative entity is created to administer the provisions of this agreement.
3. SCOPE: This agreement shall allow the following activities:
 - A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing;
 - B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other governmental agencies to avail themselves of goods and services offered under the contract and/or where either party's bidder is willing to extend prices to other governmental agencies.
4. DURATION AGREEMENT - TERMINATION: This agreement shall remain in force until cancelled by either party in writing.
5. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED: Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
6. COMPLIANCE WITH LEGAL REQUIREMENT: Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.
7. FINANCING: The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or

June 26, 2014

Centennial Contractors Enterprises, Inc
Attention: Troy Alexander
5113 Pacific Highway East
Suite 1 - Office
Fife, WA 98424-2639

RE: Job Order Contracting; Port of Everett use of Bellevue Contract

Dear Troy Alexander:

The City of Bellevue and the Port of Everett recently entered into the attached agreement, indicating intent to allow the Port of Everett to issue work orders in a total amount not to exceed \$700,000 under the terms and conditions of Bellevue's Job Order Contracting agreements with Gordian Group and Centennial. A copy of the agreement between the Bellevue and Port of Everett is attached for your reference.

The City of Bellevue is requesting that Centennial provide services directly to the Port of Everett on the same terms and conditions as exist in those certain "Centennial JOC - Vertical" contract, dated August 2, 2012. For work orders issued by the Port of Everett for Port of Everett projects, any obligations owed by Centennial under the Centennial contract shall be performed for or provided directly to the Port of Everett.

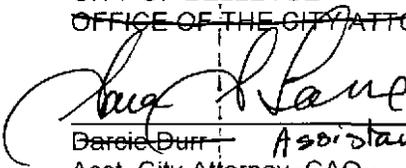
Any invoice issued by Centennial for work for the Port of Everett should contain the following:

All work described herein provided directly to the Port of Everett and Centennial are subject to the terms and conditions of those certain "Centennial JOC - Vertical" contract. The City of Bellevue is not a party to nor responsible for performance of or payment for the work described in this invoice."

Finally, please note that the Port of Everett intends to pursue its own JOC contracts, and the joint purchasing arrangement may be terminated by the Port of Everett at any time upon 30 days' notice to Bellevue and Centennial. The Centennial contract shall govern completion of outstanding work under issued and approved work orders and other issues resulting from such termination.

Please indicate your consent to this joint purchasing arrangement by countersigning this letter where indicated below. This letter may be countersigned in multiple counterparts, which together shall constitute a single agreement. Please contact me if you have any questions.

Sincerely,
CITY OF BELLEVUE
OFFICE OF THE CITY ATTORNEY



DATE

~~Darci Durr~~ Assistant Finance Director
~~Asst. City Attorney, CAO~~
Enclosure:

8/25/14

Should be
Finance's
Signer
Thx, Darci

RECEIVED
JUL 22 2014
CENTENNIAL CONTRACTORS

ACKNOWLEDGED AND ACCEPTED BY CENTENNIAL

M S My
Signature

Mark E. Bailey
Printed Name

President + CEO
Title

ACKNOWLEDGED AND ACCEPTED BY THE PORT OF EVERETT

Les Reardon
Signature

LES REARDON
Printed Name

DEPUTY EXECUTIVE DIRECTOR
Title

INTERAGENCY AGREEMENT BETWEEN

CITY OF BELLEVUE WASHINGTON

AND

PORT OF EVERETT WASHINGTON

This Agreement is made and entered into by and between the City of Bellevue, Washington, hereinafter referred to as "Bellevue" and the Port of Everett, Washington, hereinafter referred to as "Port of Everett," each party having been duly organized and now existing under the laws of the State of Washington.

WHEREAS, Bellevue has entered into various job order contracts with Centennial Construction Company; ("Centennial ") as authorized by Chapter 39.10, Revised Code of Washington, including that certain Job Order Contracting Contract between Bellevue and Centennial dated August 2, 2012 ("Centennial Contract"); and

WHEREAS, Bellevue has also contracted for consulting services with The Gordian Group ("Gordian") regarding the development and management of these job order contracts pursuant to that certain Job Order Contracting Consulting Services Original Agreement between Bellevue and Gordian dated December 2, 2009 ("Gordian Agreement"); and

WHEREAS, the Port wishes to utilize, in part, the terms and conditions of the Centennial Contract and the Gordian Agreement to perform various Port of Everett work order projects on Port of Everett facilities; and

WHEREAS, Bellevue desires to enter into this Agreement with Port of Everett to allow Port of Everett to utilize the terms and conditions of the Centennial Contract and the Gordian Agreement; and

WHEREAS, the parties hereto have determined that they have the authority to enter into this Agreement in accordance with Washington law (RCW 39.34) and their respective policies and procedures, as amended.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. STATEMENT OF WORK

Bellevue shall pursue a no cost change to the Gordian Agreement requesting that Gordian furnish the consulting services described in such Agreement directly Port of Everett on the same terms and conditions of the Gordian Agreement, except that the obligations owed to the City of Bellevue under such agreement will be owed by Gordian to Port of Everett, including but not limited to obligations to provide performance and payment bonds for work performed and insurance endorsements that name the City of Port of Everett as additional insured. A true and correct copy of the Gordian Agreement is attached hereto as Attachment "A". Thereafter, Gordian shall directly invoice Port of Everett for any and all such services provided, and all such invoices shall state "All work described herein provided directly to Port of Everett and the Gordian Group are subject to the terms and conditions of that certain Job Order Contracting Consulting Services Agreement between Bellevue and The Gordian Group dated 11/23/09. The City of Bellevue is not a party to nor responsible for performance of or payment for the work described in this invoice."

In addition, Bellevue shall pursue a no cost change to the Centennial Agreement requesting that Centennial provide Port of Everett with job order construction services on Port of Everett facilities directly to Port of Everett on the same terms and conditions of the Centennial Agreement, except that the obligations owed to the City of Bellevue under such agreement will be owed by Centennial to Port of Everett, including but not limited to obligations to provide performance and payment bonds for work

performed and insurance endorsements that name Port of Everett as additional insured, a true and correct copy of the Centennial Agreement is attached hereto as Attachment "B". Centennial shall directly invoice Port of Everett for any and all such work provided, and all work orders shall state "All work described herein provided directly to Port of Everett and Centennial are subject to the terms and conditions of that certain Job Order Contracting Contract between Bellevue and Centennial dated August 2, 2012. The City of Bellevue is not a party to nor responsible for performance of or payment for the work described in this work order." Port of Everett shall issue all work orders and perform all fiscal and program responsibilities for the projects to be identified by Port of Everett.

Bellevue shall provide copies of the referenced changes to Port of Everett. Port of Everett shall not issue any work orders under either the Centennial Contract or the Gordian Agreement until such changes have been executed. In the event that the changes are not executed, this Agreement shall terminate, and neither party shall bear any- additional obligations or liabilities hereunder, and each party shall bear its own costs associated with the Agreement

2. TERMS AND CONDITIONS

Port of Everett and Bellevue agree that any work performed for Port of Everett by Gordian, Centennial and its respective subconsultants or subcontractors under this Agreement shall be conducted in accordance with the provisions of the Gordian Agreement and/or the Centennial Contract. Insurance Indemnification and Performance/Payment bonds as specified in the Gordian Agreement and Centennial Contract shall insure to the benefit of Port of Everett on work orders issued by Port of Everett.

3. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence when this Agreement is properly signed by both parties and be completed no later than August 2, 2015, unless mutually changed by Amendment to this Agreement.

4. COMPENSATION; PAYMENT PROCEDURE

The total value of all work orders issued by the Port of Everett to Gordian and Centennial shall not exceed \$700,000. Gordian and Centennial shall directly invoice Port of Everett and Port of Everett shall directly pay both Gordian and Centennial pursuant to the payment and compensation terms identified within the Gordian Agreement or Centennial Contract, respectively.

5. RECORDS MAINTENANCE

Bellevue, Port of Everett, and their contractors, subcontractors, sub-consultants, representatives and employees shall each maintain books, records, documents, and other evidence for five (5) years after the expiration of this Agreement (unless another period of time is specified in applicable records retention policies in which case such policies shall prevail). Unless an applicable exception to public review or a privilege applies, these records shall be subject to inspection, review, or audit by personnel of both parties' other personnel duly authorized by either party, or the Washington State Auditor.

6. CONTRACT MANAGEMENT

(a) Maija Lampinen will be the Port of Everett Representative for all communications regarding this Agreement. The Port of Everett Representative shall be responsible for monitoring the performance of this Agreement and fulfilling Port of Everett's responsibilities as addressed herein.

(b) Terry Keys will be the Bellevue Representative for all communications regarding this Agreement. The Bellevue Representative shall be responsible for monitoring the performance of this Agreement and fulfilling the City's responsibilities as addressed herein.

(c) Rory Woolsey will be the Gordian Representative for all communications regarding the consulting services provided to Port of Everett.

(d) Troy Alexander shall serve as the Centennial Representative for all communications regarding the job order construction services as addressed herein.

7. INDEMNIFICATION AND HOLD HARMLESS

Port of Everett specifically acknowledges that the City of Bellevue shall have no liability or responsibility for the performance of Gordian or Centennial with respect to Port of Everett work orders. Port of Everett shall defend and hold the City of Bellevue harmless from any and all claims, suits, losses, costs (including attorney's fees), and/or damages of any kind whatsoever arising out of or in any way resulting from Port of Everett's issuance of work orders and performance by any party pursuant to same facilitated by this Agreement. The City of Bellevue makes no representations or warranties of any kind, including, without limitation regarding the contractors, performance, or terms and conditions of the Gordian Agreement or the Centennial Contract.

8. AMENDMENTS TO AGREEMENT

Bellevue and Port of Everett may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the parties or their respective delegates.

9. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notification. If this is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

10. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto.

CITY OF BELLEVUE

By: *[Signature]* 8/25/14

PORT OF EVERETT

By: *[Signature]* 7/9/14

Approved as to form:

By: *[Signature]*

Title: *Asst. City Attorney*

Approved as to form:

By: *[Signature]* 7/9/14

Title: PORT ATTORNEY



THE GORDIAN GROUP

June 19, 2014

Maija Lampinen
Procurement and Contracts Administrator
Port of Everett
1205 Craftsman Way, Suite 200
Everett, WA 98201

Re: Services to Utilize the City of Bellevue JOC Program Contracts

Dear Ms. Lampinen:

The Gordian Group, Inc. ("Gordian") proposes to assist the Port of Everett ("Port") with procuring construction services through the JOC consulting contract between the City of Bellevue and Gordian (**Attachment No. 1**); and the JOC construction contracts between the City of Bellevue and Forma Construction and/or Centennial Contracts Enterprises, Inc.

In addition to providing the Port with JOC consulting services and access to Gordian's JOC System through our contract with the City of Bellevue, Gordian will assist the Port with developing Job Orders by performing the tasks necessary to take a project from project identification to issuing the Job Order to the Contractor.

Developing the Job Order is the most critical step in the JOC process for controlling costs because this is the step where it is determined that the Port is paying for the correct tasks at the correct competitively bid price for the desired scope of work. It is very important that qualified project managers develop each and every Job Order. Many of our clients have determined that they need help with developing Job Orders and are utilizing our services for all of their JOC work. Some have chosen it because they lack staff capacity, some because they lack experience, and others because they recognize the significant value of using Gordian's experienced, qualified project managers to develop Job Orders. Whatever the reason, we are confident that our Job Order Development services will ensure the highest level of accountability and transparency, and bring the most economic benefit to the Port.

Job Order Development Scope of Services

A detailed list of the tasks Gordian will perform to develop Job Orders is as follows:

- **Project Identification** – When a project is identified, a Gordian project manager will assist Port staff with determining whether the project is appropriate for JOC.
- **Joint Scope Meeting** – Then, a Gordian project manager will quickly schedule a Joint Scope Meeting at the project site to help the Port and the JOC contractor agree on the details of the work that the JOC contractor will perform. The scoping process allows the JOC contractor to inspect the site and ask questions before submitting a Price Proposal. This upfront open communication eliminates the misunderstandings and mistakes that lead to most change orders and often results in more cost-effective solutions.
- **Develop Detailed Scope of Work** – Next, we will assist in preparing a Detailed Scope of Work that describes the work the JOC contractor will perform. We will also assist with resolving issues when project plans and actual conditions vary.

- **Request for Price Proposal** – After all parties are in agreement that the Detailed Scope of Work properly reflects the work to be performed, the Gordian project manager will send the Detailed Scope of Work and a Request for Proposal to the JOC contractor.
- **Preparation of Price Proposal** – Next, the JOC contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Construction Task Catalog®. Gordian's JOC software will automatically multiply the unit price of the task times the required quantities times the JOC contractor's competitively bid Adjustment Factor. The JOC contractor will also prepare and submit any additional Port required information (e.g., construction schedule, list of proposed local subcontractors, etc.).
- **Price Proposal Review** – Then, a Gordian project manager will review the Price Proposal to make sure the JOC contractor has selected the appropriate tasks and quantities and will ask the JOC contractor to make any required changes. We will also obtain and review any Port required information submitted by the JOC contractor. Then, the Gordian project manager will submit the Price Proposal and related documents to the Port.
- **Issue Job Order** – Once the Port is 100% satisfied with the Price Proposal and related documents, and decides to move forward with the project, the Port will issue a purchase order to the JOC contractor.
- **Construction Management** – During construction, the Port will follow its standard internal policies and procedures for construction management and site inspections, including coordinating any required code inspections. When unforeseen conditions arise or the Port desires to change the Detailed Scope of Work, a supplemental Job Order will be developed in the same manner as the original Job Order.

Staffing

We propose to assign Rory Woolsey to serve as the project manager. Mr. Woolsey has been supporting the City of Bellevue JOC program since its inception and has been extensively involved in every facet of the program. He has a complete understanding of the process and has developed an excellent working relationship with the Contractor.

License Fee

Gordian's License Fee to provide our JOC System to the Port, including the Job Order Development services is 5.00% of the value of the work ordered from the Contractor. The License Fee is payable when a Job Order is issued to the Contractor.

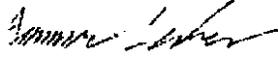
Contract Form

To procure Gordian's services described in this letter, please sign this letter in the acceptance area below to indicate your agreement with this letter and the terms and conditions of Gordian's contract with the City of Bellevue, and return this letter to my attention.

As an alternative option, the Port can issue a purchase order to Gordian that specifies the procurement of our services in accordance with this letter and the terms and conditions of Gordian's contract with the City of Bellevue.

The Gordian Group appreciates the opportunity to submit this proposal to provide our JOC products and services to the Port of Everett. Please contact me at a.lesher@TheGordianGroup.com or (800) 874-2291 if you have any questions or if you need any additional information.

Sincerely,



Ammon T. Leshar
Vice President, Legal Affairs

Attachment

Agreed to and accepted by the Port of Everett

By: Leo Reardon
Name: ^{for} John M. Mohr
Title: Executive Director
(DEPUTY EXECUTIVE DIRECTOR)
Date: 7/9/14

ATTACHMENT "B"
INSURANCE REQUIREMENTS

The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

Minimum Insurance

1. Commercial General Liability coverage with limits not less than \$3,000,000 per occurrence, \$3,000,000 general aggregate (applies to each designated project), and \$3,000,000 products/completed operations aggregate effective for a period of one year following final completion of the contract.
2. Stop Gap/Employers Liability coverage with limits not less than \$1,000,000 per accident/disease.
3. Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto.
4. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
5. Contractor's Pollution Legal Liability including completed operations coverage with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Completed operations coverage to be carried for a period of one year following final completion of the contract.
6. Professional Liability coverage applying to all professional activities performed under contract with limits not less than \$1,000,000 per claim and as an annual aggregate.
7. Builder's Risk or Installation Floater coverage as noted in Section C herein.

B. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City.

C. Other Provisions

1. Commercial General Liability (including the Products/Completed Operations Coverage) and Contractor's Pollution Legal Liability policies shall be endorsed to:
 - a. include the City, its officials, employees and volunteers as additional insureds.
 - b. provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City.
 - c. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days' written notice has been given to the City.
2. Builder's Risk or Installation Floater insurance shall be required for any building or facility re-modeling projects or projects wherein materials, supplies or equipment that has been purchased by the City are stored by the Contractor in areas that are subject to theft or vandalism. The Contractor will add the project to its Builder's Risk or Installation Floater Program, providing Builder's Risk / Installation coverage equivalent to the cost of the project, which shall remain in effect until completion of the project and acceptance by the City. The Builder's Risk or Installation Floater coverage shall be written on Special Form. The contractor shall be responsible for any deductibles under the Builder's Risk or Installation Floater coverage. Waiver of subrogation is to apply.

D. Acceptability of Insurers

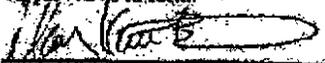
Insurance shall be placed with insurers with a rating acceptable to the City.

E. Verification of Coverage

Contractor shall furnish the City with certificates of insurance required by this clause and shall provide the City with evidence of its Builder's Risk or Installation Floater program. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

Contractor shall require subcontractors to provide coverage which substantially complies with the requirements stated herein, based upon the risks of the job performed.

Approved as to form:

Assistant City Attorney



CERTIFICATE OF LIABILITY INSURANCE

1/1/2015

DATE (MM/DD/YYYY)

7/21/2014

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 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 Lockton Companies 1801 K Street NW, Suite 200 Washington DC 20006 (202) 414-2400	CONTACT NAME: PHONE (A/C, No., Ext): FAX (A/C, No.): E-MAIL ADDRESS:																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Old Republic General Ins Corporation</td> <td>A</td> <td>24139</td> </tr> <tr> <td>INSURER B: Catlin Specialty Insurance Company</td> <td>A</td> <td>15989</td> </tr> <tr> <td>INSURER C: St. Paul Fire and Marine Insurance Company</td> <td>A</td> <td>24767</td> </tr> <tr> <td>INSURER D: Zurich American Insurance</td> <td>A+</td> <td>16535</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Old Republic General Ins Corporation	A	24139	INSURER B: Catlin Specialty Insurance Company	A	15989	INSURER C: St. Paul Fire and Marine Insurance Company	A	24767	INSURER D: Zurich American Insurance	A+	16535	INSURER E:			INSURER F:	
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INSURED Centennial Contractors Enterprises, Inc. 1342203 11111 Sunset Hills Road Ste 350 Reston VA 20190																					

COVERAGES **CERTIFICATE NUMBER:** 13038208 **REVISION NUMBER:** XXXXXXXX

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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	A3CG00251403	5/1/2014	5/1/2015	EACH OCCURRENCE \$ 2,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 ✓ PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	A3CA00251403	5/1/2014	5/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 ✓ BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	ZUP13N2996614NF	5/1/2014	5/1/2015	EACH OCCURRENCE \$ 20,000,000 ✓ AGGREGATE \$ 20,000,000 \$ XXXXXXXX
A	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	A3CW00251403	5/1/2014	5/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 ✓ E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 ✓ E.L. DISEASE - POLICY LIMIT \$ 1,000,000 ✓
D	Blanket Builders Risk	N	N	MBR 4647269-03	1/1/2014	1/1/2015	\$30,000,000 per proj ✓
B	Prof and Pollution Liab			CPL6751210515	5/1/2014	5/1/2015	Limit:\$2M/\$2M ✓

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Port of Everett is listed as additional insured in regards to the general liability policy, as required by written contract. A 30 day cancellation notice applies, except for 10 days for non payment of premium.

CERTIFICATE HOLDER 13038208 Port of Everett 1205 Craftsman Way, Suite 200 Everett WA 98201	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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**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
ZURICH AMERICAN INSURANCE COMPANY**

August 1, 2014

Darcie C. Durr
Sr. Assistant City Attorney
City of Bellevue, Washington
450 110th Ave. NE, PO Box 90012
Bellevue, WA 98004

Re: Dual Obligee Rider adding Port of Everett as Obligee
Job Order Contracting Contract, City of Bellevue, Washington and Centennial Contractors Enterprises, Inc.

To Whom It May Concern:

Centennial Contractors Enterprises, Inc. is currently bonded by Travelers Casualty and Surety Company of America and Zurich American Insurance Company acting as co-sureties. The A.M. Best Ratings of each of these two participating sureties is A++ XIV and A+ XV respectively, and both are listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570; 2012 Revision).

Travelers Casualty and Surety Company of America and Fidelity and Deposit Company of Maryland (together "Travelers") has issued a performance bond ("Bond") on behalf of Centennial Contractors Enterprises, Inc. ("Centennial"), for the job order contracting (JOC) contract (the "Contract") between the City of Bellevue, Washington ("City") and Centennial.

The City has requested that Travelers add the Port of Everett, Washington as an additional Obligee to the Centennial Bond. Travelers understands the City's request is related to the Interagency Agreement between the City and the Port of Everett in which the City assigned a portion of its statutorily authorized JOC capacity in the Contract to the Port of Everett for certain Port of Everett task orders. Travelers has issued a Dual Obligee Rider in the Port of Everett's name as a short-term accommodation to allow the Port of Everett task orders to proceed.

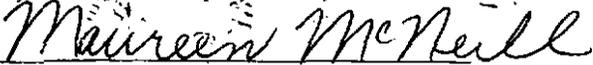
Travelers requires the "savings clause" language in its Dual Obligee Rider (paragraph 2) in accordance with Washington law and its standard surety practices. However, this letter confirms that Travelers will not assert the savings clause requirements as a defense or limitation against any claim made by the City concerning any task orders issued by the City under the JOC Contract, provided the City is in compliance with its obligations under the JOC Contract arising from or related to the City's task orders. In other words, Travelers will not assert a defense against the City on a City task order claim based on any real or potential breach by the Port of Everett under the Port of Everett task orders.

When the Port of Everett requests a separate bond to cover its task orders, it will be the sole obligee on that separate Port of Everett Bond, and the Dual Obligee Rider adding the Port of Everett to the City's Bond will be canceled by another rider when the separate Port of Everett bond is issued.

Please feel free to contact us with any questions. Gerard Leib of Aon can be reached at (215) 255-1724; Bill Dupont of Travelers Casualty and Surety Company of America can be reached at (314) 579-8315, and Sunie Shah of Zurich American Insurance Company can be reached at (212) 553-5543.

Very truly yours,

Travelers Casualty and Surety Company of America
Fidelity and Deposit Company of Maryland

By: 

Maureen McNeill, Attorney-In-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226632

Certificate No. 005869775

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Douglas R. Wheeler, Maureen McNeill, Wayne G. McVaugh, Elizabeth Marrero, Jaquanda S. Long, and Marina Tapia

of the City of Philadelphia, State of Pennsylvania, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of April, 2014

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 15th day of April, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1ST day of August, 2014

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2013

CAPITAL STOCK \$ 3,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 67,799,824	UNEARNED PREMIUMS	\$ 808,717,871
BONDS	3,452,214,898	LOSSES	809,863,178
INVESTMENT INCOME DUE AND ACCRUED	47,758,502	LOSS ADJUSTMENT EXPENSES	460,870,453
OTHER INVESTED ASSETS	265,099,610	COMMISSIONS	31,781,136
PREMIUM BALANCES	190,838,462	TAXES, LICENSES AND FEES	12,482,322
NET DEFERRED TAX ASSET	61,575,093	OTHER EXPENSES	38,437,993
REINSURANCE RECOVERABLE	11,361,414	FUNDS HELD UNDER REINSURANCE TREATIES	94,401,464
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	4,910,772	CURRENT FEDERAL AND FOREIGN INCOME TAXES	18,387,407
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	30,772,481	REMITTANCES AND ITEMS NOT ALLOCATED	13,577,503
STATE SURCHARGES RECEIVABLE	258,771	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	23,615,357
OTHER ASSETS	14,872,822	RETROACTIVE REINSURANCE RESERVE ASSUMED	1,511,674
		POLICYHOLDER DIVIDENDS	8,462,513
		PROVISION FOR REINSURANCE	3,970,484
		ADVANCE PREMIUM	1,078,609
		PAYABLE FOR SECURITIES LENDING	4,910,772
		DERIVATIVES	112,003
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(64,954,254)
		ESCHEAT LIABILITY	471,948
		OTHER ACCRUED EXPENSES AND LIABILITIES	242,236
		TOTAL LIABILITIES	\$ 2,265,740,367
		CAPITAL STOCK	\$ 3,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,441,438,327
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,881,720,088
TOTAL ASSETS	\$ 4,147,460,454	TOTAL LIABILITIES & SURPLUS	\$ 4,147,460,454

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

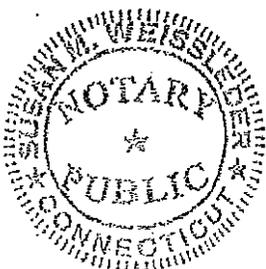
MICHAEL J. DODDY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2013.

Michael J. Doddy
 SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 19TH DAY OF MARCH, 2014

NOTARY PUBLIC

SUSAN M. WEISSELDOR
 Notary Public
 My Commission Expires November 30, 2017



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Douglas R. WHEELER, Mary C. O'LEARY, Maureen MCNEILL, Wayne G. MCVAUGH, Elizabeth MARRERO, Jaquanda LONG and Marina TAPIA, all of Philadelphia, Pennsylvania, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 20th day of February, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Gregory E. Murray

By _____
*Assistant Secretary
Gregory E. Murray*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

On this 20th day of February, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15th day of August, 2014.



James M. Carroll

James M. Carroll, Vice President

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition

As Of December 31, 2013

ASSETS

Bonds.....	\$ 139,272,722
Stocks.....	22,258,887
Cash and Short Term Investments.....	6,595,113
Reinsurance Recoverable.....	17,970,134
Other Accounts Receivable.....	33,409,916
TOTAL ADMITTED ASSETS.....	\$ 219,506,772

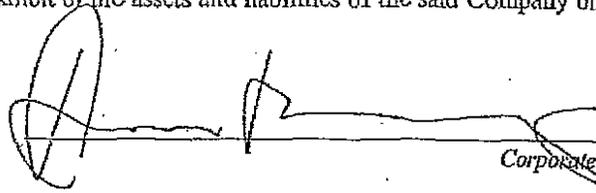
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses.....	\$ 1,787,480
Ceded Reinsurance Premiums Payable.....	42,146,005
Securities Lending Collateral Liability.....	6,613,750
TOTAL LIABILITIES.....	\$ 50,547,235
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus.....	163,959,537
Surplus as regards Policyholders.....	168,959,537
TOTAL.....	\$ 219,506,772

Securities carried at \$58,378,690 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2013 would be \$223,222,696 and surplus as regards policyholders \$172,675,461.

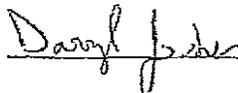
I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2013.



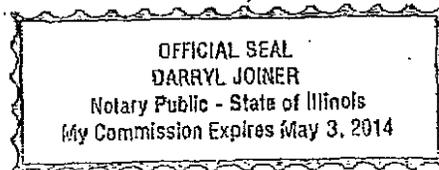
 Corporate Secretary

State of Illinois }
 City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2014.



 Notary Public



DUAL OBLIGEE RIDER

WHEREAS, Heretofore, and on or about the 10th day of July, 2012

CENTENNIAL CONTRACTORS ENTERPRISES, INC.
as Principal entered into a written agreement with _____
for CITY OF BELLEVUE

RFP# 12112 - Job Order Contracting for Construction Services - City of Bellevue
in accordance with drawings and specifications prepared by _____
herein referred to as the Contract, and

WHEREAS, CENTENNIAL CONTRACTORS ENTERPRISES, INC., as Principal,
and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA and FIDELITY AND DEPOSIT COMPANY OF MARYLAND as Surety,
made executed and delivered to said Owner, as Obligee, their joint and several Performance Bond, and Payment
Bond and

WHEREAS, The Obligee has requested the Principal and Surety to join with the Obligee in the execution and
delivery of this Rider, and the Principal and Surety have agreed so to do upon the conditions herein stated.

NOW, THEREFORE, in consideration of One Dollar and the other good and valuable considerations, receipt of
which is hereby acknowledged, the undersigned hereby agree as follows:

The Performance Bond and Payment Bond aforesaid shall be and it is hereby amended as follows:

1. The name of Port of Everett
shall be added to said Bonds as an additional Obligee.
2. The rights of Port of Everett, as an additional Obligee, shall be subject to the
following conditions: (a) The Surety shall not be liable under this Bond to the Obligees, or either of them, unless
the Obligees, or either of them shall make payments to the Principal strictly in accordance with the terms of said
contract as to payments and shall perform all the other obligations to be performed under said contract at the
time and in the manner therein set forth, (b) The aggregate liability of the Surety under this Bond to the Owners,
as their interests may appear, is limited to the penal sum of this Bond, (c) The Surety may, at its option, make
any payments under this Bond by check issued jointly to the Owner and the Additional Obligee
3. Surety agrees that any change order issued in accordance with the general conditions of the contract, which
change order increases the total contract price, shall be binding upon Surety and covered under the Bonds
without notice to or any act by Surety.
4. Except as herein modified, said Performance Bond and Payment Bond shall be and remain in full force and
effect.

Signed, sealed and dated this 22nd day of July, 2014

Port of Everett
~~CITY OF BELLEVUE~~

By: [Signature]
CITY OF Bellevue
~~Port of Everett~~

By: [Signature] Assistant Finance Director

CENTENNIAL CONTRACTORS ENTERPRISES, INC.
By: [Signature] Ralf Fuchs
Executive VP & CFO
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA and FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: [Signature]
Marina Tapia Attorney in Fact

It appears
Port of Everett
signed in the wrong
spot. Can we cross out
and write in?
↓
Yps-Daniel

DUAL OBLIGEE RIDER

WHEREAS, Heretofore, and on or about the 10th day of July, 2012

CENTENNIAL CONTRACTORS ENTERPRISES, INC. as Principal entered into a written agreement with CITY OF BELLEVUE for

RFP# 12112 - Job Order Contracting for Construction Services - City of Bellevue in accordance with drawings and specifications prepared by, herein referred to as the Contract, and

WHEREAS, CENTENNIAL CONTRACTORS ENTERPRISES, INC., as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA and FIDELITY AND DEPOSIT COMPANY OF MARYLAND as Surety, made executed and delivered to said Owner, as Obligee, their joint and several Performance Bond, and Payment Bond and

WHEREAS, The Obligee has requested the Principal and Surety to join with the Obligee in the execution and delivery of this Rider, and the Principal and Surety have agreed so to do upon the conditions herein stated.

NOW, THEREFORE, in consideration of One Dollar and the other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

The Performance Bond and Payment Bond aforesaid shall be and it is hereby amended as follows:

- 1. The name of Port of Everett shall be added to said Bonds as an additional Obligee.
2. The rights of Port of Everett, as an additional Obligee, shall be subject to the following conditions: (a) The Surety shall not be liable under this Bond to the Obligees, or either of them, unless the Obligees, or either of them shall make payments to the Principal strictly in accordance with the terms of said contract as to payments and shall perform all the other obligations to be performed under said contract at the time and in the manner therein set forth, (b) The aggregate liability of the Surety under this Bond to the Owners, as their interests may appear, is limited to the penal sum of this Bond, (c) The Surety may, at its option, make any payments under this Bond by check issued jointly to the Owner and the Additional Obligee
3. Surety agrees that any change order issued in accordance with the general conditions of the contract, which change order increases the total contract price, shall be binding upon Surety and covered under the Bonds without notice to or any act by Surety.
4. Except as herein modified, said Performance Bond and Payment Bond shall be and remain in full force and effect.

Signed, sealed and dated this 22nd day of July, 2014

Handwritten note: It appears Port of Everett signed in the wrong spot. Can we cross out and write in? [Signature] ↓

Port of Everett CITY OF BELLEVUE

By: [Signature] City of Bellevue Port of Everett

By: [Signature] Assistant Finance Director

CENTENNIAL CONTRACTORS ENTERPRISES, INC.

By: [Signature] Ralf Fuchs Executive VP & CFO TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA and FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: [Signature] Marina Tapia Attorney in Fact

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of July, 2014.



James M. Carroll, Vice President

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226632

Certificate No. 005869073

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Douglas R. Wheeler, Maureen McNeill, Wayne G. McVaugh, Elizabeth Marrero, Jaquanda S. Long, and Marina Tapia

of the City of Philadelphia, State of Pennsylvania, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of April, 2014

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 15th day of April, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of July, 20 14.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



City of Bellevue
 Finance Department - Procurement Services
 450 110th Ave. NE. Bellevue, WA 98004

CR# _____ Date: 8-26-14 PO # & Loc: 1410425.000

Contract Routing Form

Current Contract Information:

Contract Title: Port of Everett Piggybacking Vertical JOC Contract
Contract Description: The Port of Everett is utilizing \$700,000 of our Vertical Job Order Contract with Centennial.
Total Contract Value:
This Amendment Value: N/A
Department: Finance - 579
Contract Manager: Terry Keys
Contract Type: Other
Contract Form: Custom contract document
Budget Expenditure: No Budget Impact (Explain in Additional Comments)
Maximo User: No

ILA

Vendor Information:

New Vendor? Yes **Tax ID#:**
Vendor Name: Port of Everett **COB License #:**
JDE Vendor Number: 318624 **UBI #:**
Independent Contractor? Yes **Contractor's Lic. #:**

Contract Term:

Original Effective Date: 07/15/2014 **End Date:**
Subject To: Good until canceled

Council Approval:

Does this contract require council approval? No

Route:

		<u>In</u>	<u>Out</u>
Procurement Services:	<u><i>A. Carbo</i></u>	<u>8/25/14</u>	<u>8/25/14</u>
Information Technology:	Not Required		
Legal:	<u><i>[Signature]</i></u>		
Insurance Reviewed By:	<u><i>[Signature]</i></u>	<u>8-25-14</u>	<u>8-25-14</u>
Department Director:	<u><i>[Signature]</i></u>	<u>8/25/14</u>	<u>8/25/14</u>
Procurement Services:	<u><i>A. Carbo</i></u>	<u>8/25/14</u>	<u>8/25/14</u>
Return To:	Terry Keys		
City Clerk's Office:	<u><i>M. Torrey</i></u>	<u>8-26-14</u>	<u>8-26-14</u>

RISK

CONTRACT REVIEW CRITERIA

Dept.	PS	
<input type="checkbox"/>	<input type="checkbox"/>	Does the Contract Routing/Approval Form and Contract have consistent information?
<input type="checkbox"/>	<input type="checkbox"/>	Is the Contract Type and template appropriate for the services performed?
<input type="checkbox"/>	<input type="checkbox"/>	Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate?
<input type="checkbox"/>	<input type="checkbox"/>	Is the JDE vendor name and number accurate?
<input type="checkbox"/>	<input type="checkbox"/>	Does the Company have a Bellevue Business License? If not, date Tax Office was notified? _____
<input type="checkbox"/>	<input type="checkbox"/>	If the Company's Tax ID# appears to be a SS#, or if we are paying an individual, make a copy of the Routing Form and interoffice to Gail Davila in HR.
<input type="checkbox"/>	<input type="checkbox"/>	Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)?
<input type="checkbox"/>	<input type="checkbox"/>	Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
<input type="checkbox"/>	<input type="checkbox"/>	Has the Selection Method been explained in Additional Comments? Are results attached?
<input type="checkbox"/>	<input type="checkbox"/>	If there is an ordinance/resolution/motion for this contract, are the date and # noted and a copy attached?
<input type="checkbox"/>	<input type="checkbox"/>	Does the contractor meet requirements of the Independent Contractor Threshold question?
<input type="checkbox"/>	<input type="checkbox"/>	Is Attachment "A" (Scope of Work and/or Services) attached?
<input type="checkbox"/>	<input type="checkbox"/>	Is Attachment "B" (Insurance Requirements) attached?
<input type="checkbox"/>	<input type="checkbox"/>	Are any additional riders required? If so, which one's? _____
<input type="checkbox"/>	<input type="checkbox"/>	Does Insurer have a Best rating of A- or better?
<input type="checkbox"/>	<input type="checkbox"/>	Is the Contractor identified as the insured?
<input type="checkbox"/>	<input type="checkbox"/>	Does the Contractor have Commercial General Liability, Commercial Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
<input type="checkbox"/>	<input type="checkbox"/>	Are the policy expiration date(s) on the Certificate of Insurance current?
<input type="checkbox"/>	<input type="checkbox"/>	Does the Contractor have a self-insured retention? Is it above \$50,000?
<input type="checkbox"/>	<input type="checkbox"/>	Is the City listed as the Certificate Holder?
<input type="checkbox"/>	<input type="checkbox"/>	Is the Certificate signed?
<input type="checkbox"/>	<input type="checkbox"/>	Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory?
<input type="checkbox"/>	<input type="checkbox"/>	If this contract requires the payment of Prevailing Wages, are current Wage Rates referenced in Attachment "C"?
<input type="checkbox"/>	<input type="checkbox"/>	Does the Contractor have an open account with the Washington State Department of Revenue?
<input type="checkbox"/>	<input type="checkbox"/>	Are the Contractor's worker's compensation premiums current?
<input type="checkbox"/>	<input type="checkbox"/>	Does the Vendor have an active Professional/Contractor License with the Washington State Department of Licensing?
<input type="checkbox"/>	<input type="checkbox"/>	Is the Vendor on the Federal Debarred Suspended List?

RISK

RISK MANAGEMENT:

- Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- Does the Contractor's Certificate of Insurance comply with the requirements?
- Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City?
- Does the Hold Harmless clause include language referencing Title 51 releases?