

AGREEMENT

This agreement (the "AGREEMENT") is made this 28th of July, 2023 by and between SNOHOMISH COUNTY (the "OWNER" or the "COUNTY") and Bayley Construction, LP doing business as a Washington Limited Partnership duly licensed to conduct business in the State of Washington (the "CONTRACTOR").

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned:

1. The term "CONTRACT DOCUMENTS" means and includes the following, which are incorporated herein by reference as if fully set forth herein:

- | | |
|-------------------------------------|---|
| (A) Notice of Call for Bids | (I) Special Conditions |
| (B) Instructions to Bidders | (J) Performance & Payment Bond |
| (C) Project/Bid Proposal | (K) Insurance Requirements |
| (D) Bid Bond | (L) Plans & Specifications and/or
Technical Specifications |
| (E) AGREEMENT | (M) Bid Award Letter |
| (F) General Conditions | (N) Drawings |
| (G) Supplemental General Conditions | (O) Change Order |
| (H) Addenda: No. <u>1-4</u> . | |

and all modifications or changes issued pursuant to the CONTRACT DOCUMENTS.

In the event of an inconsistency between the terms of this AGREEMENT and any of the other CONTRACT DOCUMENTS, the terms of this AGREEMENT shall control. In the event of an inconsistency among other CONTRACT DOCUMENTS, there shall be no order of precedence.

2. The CONTRACTOR will perform the Ballot Facility, Third Floor Renovation Bid # PW-23-013SB (the "WORK"), in accordance with the CONTRACT DOCUMENTS.
3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS upon written notice to proceed (the "NOTICE TO PROCEED") and will complete the WORK for Base Bid shall be completed by December 15, 2023.
4. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the WORK described herein, in accordance with the CONTRACT DOCUMENTS.
5. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of Two Million Six Hundred and Sixty-Thousand and 00/100 (\$2,660,000.00) plus applicable Washington state sales tax.
6. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth, such amounts as required by the CONTRACT DOCUMENTS.

7. The CONTRACTOR must verify mandatory responsibility criteria for each first tier subcontractor, and its subcontractors of any tier that hire other subcontractors must verify mandatory responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and SCC 3.04.131(2) and possesses an electrical contractor license, if required by Chapter 19.28 RCW, or an elevator contractor license, if required by Chapter 70.87 RCW.
8. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
9. The CONTRACTOR shall defend, indemnify and hold the COUNTY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this AGREEMENT, except for injuries and damages caused by the sole negligence of the COUNTY.

Should a court of competent jurisdiction determine that this AGREEMENT is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONTRACTOR and the COUNTY, its officers, officials, employees and volunteers, the CONTRACTOR's liability hereunder shall be only to the extent of the CONTRACTOR's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONTRACTOR's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this AGREEMENT.

10. The CONTRACTOR shall procure and maintain for the duration of the AGREEMENT, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the WORK hereunder by the CONTRACTOR, its agents, representatives, employees or subcontractors, as set forth in Exhibit A, attached hereto and incorporated herein by this reference.
11. **Non-discrimination.** It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

12. **Title VI (Federal) Non-discrimination**

Snohomish County assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, as amended, and the Civil Rights Restoration Act 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

13. **American Rescue Plan Act (ARPA) Funding (Attachment A)**

The County has appropriated funds from its portion of Coronavirus Local Fiscal Recovery Funds ("CLFR") pursuant to the American Rescue Plan Act (ARPA), PL 117-2, section 9901, codified at 42 U.S.C. Section 802 *et seq.* The project is subject to a number of conditions as outlined in the statute including Section 603(c) of the Social Security Act, regulations as promulgated by the Department of Treasury (31 CFR Part 35) as amended; Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions promulgated by the U.S. Department of the Treasury, as amended; and Compliance and Reporting Guidance – State and Local Fiscal Recovery Funds as promulgated by the U.S. Department of the Treasury, as amended. The Contractor is also subject to regulatory requirements under the Uniform Guidance at 2 CFR Part 200. More information is available at the U.S. Department of Treasury's website at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

In case of conflict between these ARPA CLFR Terms and Conditions and the Agreement, the following order of priority shall be used: (1) CLFR Terms and Conditions and (2) the Agreement. The Contractor shall provide the County the following documents completed to the County's satisfaction:

- Cost Certification, in the form attached hereto as Attachment D-1, to be submitted with each invoice.
- Lobbying Certification, in the form attached hereto as Attachment D-2
- If activity occurs, Lobbying Disclosure Form, in the form attached hereto as Attachment D-3
- Civil Rights Certification, in the form attached hereto as Attachment D-4

Attachments are provided with this Contract in compliance with the funding requirements and are made a part of this Contract by this reference. Please review Attachment D-1 for future use when submitting invoices. Attachments D-2 through D-4 must be signed and returned with the Contract Documents.

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

SNOHOMISH COUNTY

By Kennedy, Nathan Digitally signed by Kennedy, Nathan
Date: 2023.07.28 15:00:55 -07'00'
Purchasing Manager Date

Approved as to form:

Deputy Prosecuting Attorney Date

CONTRACTOR

By  7/10/2023
Signature of Company Officer Date

Stephen Grasso, CEO
Printed Name and Title

Bayley Construction, LP
Contractor Name

Exhibit A

INSURANCE REQUIREMENTS R-1

No Limitation. CONTRACTOR's maintenance of insurance as required by the AGREEMENT shall not be construed to limit the liability of the CONTRACTOR to the coverage provided by such insurance, or otherwise limit the insurance to the additional insured, or the COUNTY's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance and Limits

CONTRACTOR shall obtain insurance of the types described below:

1. Commercial General Liability insurance with limits no less than \$5,000,000 each occurrence, \$5,000,000 aggregate. Insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from Premises Operations, Products-Completed Operations, Personal Injury/Advertising Injury, and Liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage.
2. Automobile Liability insurance covering Any Auto (Symbol 1) with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01, or a substitute form, providing equivalent liability coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk (Applicable Not Applicable) insurance covering interests of the COUNTY, the CONTRACTOR, subcontractors, and sub-subcontractors in the WORK in the amount of the completed value of the WORK with no coinsurance provisions. Builders Risk insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage for physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. Deductibles for flood and earthquake perils may be accepted by the COUNTY upon written request by the CONTRACTOR and written acceptance by the COUNTY. Any increased deductibles accepted by the COUNTY will remain the responsibility of the CONTRACTOR. The Builders Risk insurance shall be maintained until final acceptance of the WORK by the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk (if applicable) insurance:

1. 'Snohomish County, its officers, elected officials, agents and employees' shall be named as additional insured including Products-Completed Operations. An Additional Insured Endorsement must be attached to the Certificate of Liability Insurance. The following Additional Insured Endorsements are acceptable: an ISO standard CG 20 10 Owners, Lessees, Contractors – Scheduled Person or Organization AND CG 20 37 Owners, Lessees, Contractors – Completed Operations, or their equivalent.
2. Insurance placed with insurers with a current A.M. Best rating of not less than A:VII.
3. The CONTRACTOR's insurance coverage shall be primary insurance with respect to the COUNTY. Any insurance or self-insurance coverage maintained by the COUNTY shall be excess of the CONTRACTOR's insurance and shall not contribute with it. The COUNTY reserves the right to approve all deductibles and to receive a certified copy of insurance policies.
4. The CONTRACTOR's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY.

C. Contractor's Insurance for Other Losses

The CONTRACTOR shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, CONTRACTOR's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the CONTRACTOR, or the CONTRACTOR's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

D. Waiver of Subrogation

The CONTRACTOR and the COUNTY waive all rights against each other any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extend covered by Builders Risk insurance (if applicable) or other property insurance obtained pursuant to the Insurance Requirements provisions of this CONTRACT or other property insurance applicable to the WORK. The policies shall provide such waivers by endorsement or otherwise.

E. Verification of Coverage

CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance and a copy of the amendatory endorsements, including but not necessarily limited to the Additional Insured Endorsements, evidencing the compliance with the required insurance by the CONTRACTOR before commencement of the WORK.

Before any exposure to loss may occur, the CONTRACTOR shall file with the COUNTY a copy of the Builders Risk insurance policy (if applicable) that includes all applicable conditions, exclusions, definitions, terms and endorsements related to the WORK.

The COUNTY reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

CONTRACTOR shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the CONTRACTOR (with the exception of Builders Risk insurance, if applicable). At the request of the COUNTY, the CONTRACTOR shall provide evidence of such insurance.

**CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT
OF STATUTORY RETAINED PERCENTAGE**
(REFERENCE - CHAPTERS 60.28 AND 39.12 RCW)

Project Name: Ballot Facility, Third Floor Renovation

PW-23-013SB

I hereby elect to have the retained percentage of this contract: (Choose One)

A. FUNDS TO BE HELD BY AGENCY:

Retained in a fund by the County for a period of thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is latter, and in accordance with Chapters 60.28 and 39.08 RCW.

Date: _____ Signed: _____

B. FUNDS TO BE PLACED IN SAVINGS ACCOUNT:

Deposited by the County in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is latter, and in accordance with Chapters 60.28 and 39.08 RCW. Interest on such account shall be paid to the Contractor.

If this option is selected, complete an "Assignment of Savings" or the attached "Time Deposit Escrow Retained Percentage Holding Account" form.

Date: _____ Signed: _____

C. FUNDS TO BE PLACED IN AN ESCROW ACCOUNT CHOSEN BY CONTRACTOR:

Placed in escrow with _____
(designate a bank or trust company) by the County until thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is latter, and in accordance with Chapters 60.28 and 39.08 RCW.

Submit 3 signed escrow agreements from your bank and attach to this option form.

When the monies reserved are to be placed in escrow, the County shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. This check shall be converted into bonds and securities chosen by the Contractor and approved by the County and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the Contractor as the said interest accrues.

I further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The County shall not be liable in any way for any costs or fees in connection therewith.

Date: _____ Signed: _____

C. BOND IN LIEU OF RETAINAGE:

Effective until sixty (60) days following completion date of the work and in accordance with Chapters 60.28 and 39.12 RCW.

Date: 7/10/2023

Signed:  _____ Stephen Grasso

PERFORMANCE, PAYMENT & WARRANTY BOND
RCW 39.08

KNOW ALL PERSONS BY THESE PRESENTS, that, Bayley Construction, LP doing
 (Name of Contractor)
 business as an Limited Partnership, Washington State and licensed to do business in the State of
 (Individual, Partnership, or Corporation organized under the laws of the State of)
Washington as a contractor, as PRINCIPAL, and Liberty Mutual Insurance Company as a
 (Name of Surety)
 corporation organized under the laws of the State of Massachusetts and authorized to transact business
 (if not corp. explain _____)
 in the State of Washington as a surety, as SURETY, their heirs, executors, administrators, successors
 and assigns, are jointly and severally held and bound unto the COUNTY of Snohomish, Washington,
 hereinafter called COUNTY, for payment in the sum of Two Million Nine Hundred Twenty-Three Thousand
Three Hundred Forty Dollars and 00/100--- Dollars
 (\$2,923,340.00---). Surety agrees that in all matters relating to this obligation, that surety is bound by
 the laws of the State of Washington and that surety is subject to the jurisdiction of the State of
 Washington.

THE CONDITION OF THIS OBLIGATION IS THAT: WHEREAS, on the ____ day of _____, 2023,
 the PRINCIPAL executed a contract with the COUNTY for

Project Name: Ballot Facility, Third Floor Renovation
 Project Number: PW-23-013SB Bid Number: PW-23-013SB


WHEREAS, the PRINCIPAL, in the terms, conditions and provisions of the contract, agreed to furnish
 all material and do certain work, to-wit: that the PRINCIPAL will undertake and complete the project
 identified above according to the maps, plans, specifications and other documents made a part of
 said contract, which contract as so executed, is attached hereto, and by this reference is incorporated
 herein and made a part hereof as fully for all purposes as if set forth at length.

NOW, THEREFORE, if the PRINCIPAL shall faithfully and truly observe and comply with the terms,
 conditions, and provisions of said contract in all respects and shall well and truly and fully do and
 perform all matters and things undertaken to be performed under said contract, upon the terms
 proposed therein, and within the time prescribed therein, and until the same is accepted by the
 COUNTY, and shall pay all laborers, mechanics, subcontractors and material persons, and all persons
 who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of
 such work, and shall in all respects faithfully perform said contract according to law, then this
 obligation is to be void, otherwise to remain in full force and effect.

WITNESS our hands this 14th day of July, 2023.

PRINCIPAL
 Name: Bayley Construction, LP

Address: 8005 SE 28th Street, Mercer Island, WA 98040

By: 
 (Signature of Authorized Rep.)

Stephen Grasso
 (Typed Name of Authorized Rep.)

Title: CEO

SURETY

Name: Liberty Mutual Insurance Company
(Attorney-in-fact for SURETY*)

Parker, Smith & Feek
2233 112th Avenue N.E., Bellevue, WA 98004
Name/Address of Local Office or Agent

By: Charla M Boadle

Charla M. Boadle, Attorney-in-Fact
(Typed name of Attorney-in-Fact)



Seal No. 5690

ACCEPTED: SNOHOMISH COUNTY

By: Kennedy, Nathan
Bramby Tollen, Purchasing Manager

Digitally signed by Kennedy,
Nathan
Date: 2023.07.28 15:01:24
-07'00'

Date: _____

Approved as to form:

By: _____
Deputy Prosecuting Attorney

Date: _____

*This bond must be accompanied by a fully executed Power of Attorney appointing the Attorney-in-Fact.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210114-023001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alec Gumpfer, Andrew Kerslake, Andrew P. Larsen, Deanna M. French, Derek Sabo, Elizabeth R. Hahn, Guy Armfield, Jana M. Roy, John Clacys, Katelyn Cooper, Mindee L. Rankin, Nicholas Fredrickson, Roger Kaltenbach, Scott Fisher, Scott Garcia, Scott McGilvray, Susan B. Larson of Bellevue, WA; Drew D. Neessen, James Hamlin, Michael S. Cranston, Nicholas Warren, William M. Smith, Gregory C. Ryerson of Portland, OR; Ronald J. Lange, Charla M. Boadle, Jennifer Barrat of Spokane, WA; Abbie A. Bonney, Sandy L. Boswell, Janie Ma, Marie I. Matetich, Sharon Pope of Anchorage, AK all of the city of Bellevue state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of May, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 19th day of May, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12, Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 14th day of July, 2023.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

RETAINAGE BOND

Bond No. 023227793

KNOW ALL MEN BY THESE PRESENTS, that Bayley Construction, LP
as Principal authorized to do business in the State of Washington and _____
Liberty Mutual Insurance Company
as Surety, a corporation organized and existing under the laws of the State of Massachusetts
and authorized to transact business in the State of Washington as Surety, are jointly and severally held
and bound unto Snohomish County as Obligee in the penal sum of
One Hundred Forty-six Thousand One Hundred Sixty-seven & 00/100
_____ Dollars (\$ 146,167.00), which is
5% of the Principal's bid.

WHEREAS, on the _____ day of _____, _____ the said
Principal, herein, executed a contract with the Obligee, for _____
Ballot Facility, Third Floor Renovation, Project & BID Number: PW-23-013SB

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

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

NOW, THEREFORE, the condition of this obligation is such that the Principal and Surety are held and
bound unto the beneficiaries of the trust fund created by RCW 60.28 in the penal sum of 5% of the final
contract cost which shall include any increases due to change orders, increases in quantities of work or
the addition of any new item of work. If the Principal shall use the earned retained funds, which will not be
retained, for the trust fund purposes of RCW 60.28, then this obligation shall be null and void; otherwise, it
shall remain in full force and effect. This bond and any proceeds therefrom shall be made subject to all claims
and liens and in the same manner and priority as set forth for retained percentages in RCW 60.28.

PROVIDED HOWEVER, that:

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

WITNESS our hands this 14th day of July, 20 23.



Liberty Mutual Insurance Company

Surety
Charla M. Boadle

Attorney-in-Fact Charla M. Boadle
Parker, Smith & Feek, Inc.
2233 112th Ave NE, Bellevue, WA 98004

Name and Address of Local Agent

Bayley Construction, LP

Principal
By: [Signature]

Stephen Grasso, CEO



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210114-023001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alec Gumpfer, Andrew Kerslake, Andrew P. Larsen, Deanna M. French, Derek Sabo, Elizabeth R. Hahn, Guy Armfield, Jana M. Roy, John Clacys, Katelyn Cooper, Mindee L. Rankin, Nicholas Fredrickson, Roger Kaltenbach, Scott Fisher, Scott Garcia, Scott McGilvray, Susan B. Larson of Bellevue, WA; Drew D. Neessen, James Hamlin, Michael S. Cranston, Nicholas Warren, William M. Smith, Gregory C. Ryerson of Portland, OR; Ronald J. Lange, Charla M. Boadle, Jennifer Barrat of Spokane, WA; Abbie A. Bonney, Sandy L. Boswell, Janie Ma, Marie I. Matetich, Sharon Pope of Anchorage, AK

all of the city of Bellevue state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of May, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of May, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 14th day of July, 2023.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.