

## INTERAGENCY AGREEMENT BETWEEN

### PORT OF EVERETT AND CITY OF BELLEVUE

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

WHEREAS, the Port of Everett has entered into various job order contracts with Saybr Construction Company; ("Saybr ") as authorized by Chapter 39.10, Revised Code of Washington, including that certain Job Order Contracting Contract between the Port of Everett and Saybr dated November 17, 2014 ("Saybr Contract"); and

WHEREAS, the Port of Everett 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 Port of Everett and Gordian dated July 1, 2014 ("Gordian Agreement"); and

WHEREAS, Bellevue wishes to utilize, in part, the terms and conditions of the Saybr Contract and the Gordian Agreement to perform various Bellevue work order projects on a Bellevue fire station; and

WHEREAS, the Port of Everett desires to enter into this Agreement with Bellevue to allow Bellevue to utilize the terms and conditions of the Saybr 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

This Agreement is conditioned upon a change to the Port of Everett's agreement with the Gordian Group, without charge to the Port of Everett, for the Gordian Group to furnish the consulting services described in such Agreement directly to Bellevue on the same terms and conditions of the Gordian Agreement, except that the obligations owed to the Port of Everett under such agreement will be owed by Gordian to Bellevue, including but not limited to obligations to provide performance and payment bonds for work performed and insurance endorsements that name Bellevue as additional insured. A true and correct copy of the Gordian Agreement is attached hereto as Attachment "A". Thereafter, Gordian shall directly invoice Bellevue for any and all such services provided, and all such invoices shall state "All work, services and materials described herein provided directly to Bellevue and the Gordian Group are subject to the terms and conditions of the Agreement between Port of Everett and The Gordian Group dated July 1, 2014. The Port of Everett is neither a party to nor responsible for performance of or payment for the work described in this invoice."

In addition, this Agreement is conditioned upon a change to the Port of Everett's agreement with Saybr Contractors, without charge to the Port of Everett, for Saybr to provide Bellevue with job order construction services on Bellevue facilities directly to Bellevue on the same terms and conditions of the Saybr Agreement, except that the obligations owed to the Port of Everett under such agreement will be owed by Saybr to Bellevue, including but not limited to obligations to provide performance and payment bonds for work performed and insurance endorsements that name Bellevue as additional insured, a true and correct copy of the Saybr Agreement is attached hereto as Attachment "B". Saybr shall directly invoice Bellevue for any and all such work provided, and all work orders shall state "All work, services and materials described herein provided directly to Bellevue and Saybr are subject to the terms and conditions of that certain Job Order Contracting Contract between the Port of Everett and Saybr dated November 17, 2014. The Port of Everett is neither a party to nor responsible for performance of or payment for the work described in this work order." Bellevue shall issue all work orders and perform all fiscal and program responsibilities for the projects to be identified by Bellevue.

The Port of Everett shall provide copies of the referenced changes to Bellevue. Bellevue shall not issue any work orders under either the Saybr 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

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

## 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 October 1, 2015, unless mutually changed by Amendment to this Agreement.

## 4. COMPENSATION; PAYMENT PROCEDURE

The total value of all work orders issued by the Bellevue to Gordian and Saybr shall not exceed \$250,000. Gordian and Saybr shall directly invoice Bellevue and Bellevue shall directly pay both Gordian and Saybr pursuant to the payment and compensation terms identified within the Gordian Agreement or Saybr Contract, respectively.

## 5. RECORDS MAINTENANCE

Port of Everett, Bellevue, 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) 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 Bellevue's responsibilities as addressed herein.

(b) 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 the City's responsibilities as addressed herein.

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

(d) Daryn Gilstrap shall serve as the Saybr Representative for all communications regarding the job order construction services as addressed herein.

## 7. INDEMNIFICATION AND HOLD HARMLESS

Bellevue specifically acknowledges that the Port of Everett shall have no liability or responsibility for the performance of Gordian or Saybr with respect to Bellevue work orders. Bellevue shall defend and hold the Port of Everett 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 Bellevue issuance of work orders and performance by any party pursuant to same facilitated by this Agreement. The Port of Everett 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 Saybr Contract.

8. AMENDMENTS TO AGREEMENT

Port of Everett and Bellevue 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: 

Approved as to form:

By: 

Title: ASSISTANT CITY ATTORNEY

PORT OF EVERETT

By: 

Approved as to form:

By:  4/15/15

Title: PORT ATTORNEY



April 15, 2015

The Gordian Group  
Attn: Randy Horn  
140 Bridges Road, Suite E  
Mauldin, SC 29662

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

Dear Mr. Horn:

The City of Bellevue and the Port of Everett recently entered into the attached agreement, indicating intent to allow the City of Bellevue to issue work orders in a total amount not to exceed \$250,000 under the terms and conditions of the Port of Everett's Job Order Contracting agreements with Gordian Group and Saybr Contractors. A copy of the agreement between the Bellevue and Port of Everett is attached for your reference.

The Port of Everett is requesting that Gordian provide services directly to the City of Bellevue on the same terms and conditions as exist in the Gordian Agreement with the Port, dated July 1, 2015. For work orders issued by the City of Bellevue for City of Bellevue projects, any obligations owed by Gordian under the Gordian contract shall be performed for or provided directly to the City of Bellevue.

Any invoice issued by Gordian for work for the City of Bellevue should contain the following:

"All work, services and materials described herein provided directly to the City of Bellevue are subject to the terms and conditions of the Gordian Agreement with the Port of Everett dated July 1, 2014. The Port of Everett is neither a party to nor responsible for performance of or payment for the work described in this invoice."

Finally, please note that the joint purchasing arrangement may be terminated by the City of Bellevue at any time upon 30 days' notice to the Port of Everett and Gordian. The Gordian 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,  
PORT OF EVERETT

  
\_\_\_\_\_  
Les Reardanz  
Executive Director/CEO

4/16/15  
\_\_\_\_\_  
Date

Enclosures:

Interagency Agreement between Port of Everett and City of Bellevue  
Agreement between Port of Everett and Gordian Group  
Agreement for Job Order Contracting – General Construction Services – Saybr Contractors

**ACKNOWLEDGED AND ACCEPTED BY GORDIAN GROUP**

*Randy Horn*  
\_\_\_\_\_  
Signature

Randy Horn  
\_\_\_\_\_  
Printed Name

Western Region Director  
\_\_\_\_\_  
Title

**ACKNOWLEDGED AND ACCEPTED BY THE CITY OF BELLEVUE**

*Jan Horn*  
\_\_\_\_\_  
Signature

Jan Horn  
\_\_\_\_\_  
Printed Name

Finance Director  
\_\_\_\_\_  
Title



April 15, 2015

Saybr Contractors  
Attention: Daryn Gilstrap  
3852 South 66<sup>th</sup> Street  
Tacoma, WA 98409-2408

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

Dear Mr. Gilstrap:

The City of Bellevue and the Port of Everett recently entered into the attached agreement, indicating intent to allow the City of Bellevue to issue work orders in a total amount not to exceed \$250,000 under the terms and conditions of the Port of Everett's Job Order Contracting agreements with Gordian Group and Saybr. A copy of the agreement between the Bellevue and Port of Everett is attached for your reference.

The Port of Everett is requesting that Saybr provide services directly to the City of Bellevue on the same terms and conditions as exist in the Saybr "Agreement for Job Order Contracting – General Construction Services", dated November 17, 2015. For work orders issued by the City of Bellevue for City of Bellevue projects, any obligations owed by Saybr under the Saybr contract shall be performed for or provided directly to the City of Bellevue.


Any invoice issued by Saybr for work for the City of Bellevue should contain the following:

All work described herein provided directly to the City of Bellevue and Saybr are subject to the terms and conditions of the Saybr "Agreement for Job Order Contracting – General Construction Services". The Port of Everett is neither a party to nor responsible for performance of or payment for the work described in this invoice."

Finally, please note that the joint purchasing arrangement may be terminated by the City of Bellevue at any time upon 30 days' notice to the Port of Everett and Saybr. The Saybr 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,  
PORT OF EVERETT

 4/15/15  
\_\_\_\_\_  
Les Reardanz Date  
Executive Director/CEO


Enclosures:

Interagency Agreement between Port of Everett and City of Bellevue  
Agreement between Port of Everett and Gordian Group  
Agreement for Job Order Contracting – General Construction Services – Saybr Contractors

**ACKNOWLEDGED AND ACCEPTED BY SAYBR**

  
\_\_\_\_\_  
Signature  
Daryn P. Gilstrap  
\_\_\_\_\_  
Printed Name  
Program Manager  
\_\_\_\_\_  
Title

**ACKNOWLEDGED AND ACCEPTED BY THE CITY OF BELLEVUE**

  
\_\_\_\_\_  
Signature  
Jan Hauer  
\_\_\_\_\_  
Printed Name  
Finance Director  
\_\_\_\_\_  
Title

1410425.000

CRA# 51689 DATE 8-26-14 LOC INTLLOC-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



disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.

- 8. FILING: Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
- 9. INTERLOCAL COOPERATION DISCLOSURE: Each party may insert in its solicitations for goods a provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.
- 10. NON-DELEGATION/NON-ASSIGNMENT: Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.
- 11. HOLD-HARMLESS: Each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.
- 12. SEVERABILITY: Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provision or affecting the validity or enforcement of such provisions.

APPROVED  
Port of Everett  
 Agency Name  
[Signature]  
 Signature Date  
Executive Director  
 Title

APPROVED, CITY OF BELLEVUE  
Jamie Robinson 6/26/14  
 Procurement Supervisor Date  
 APPROVED AS TO FORM:  
[Signature]  
 Assistant City Attorney Date

N/A  
 Signature (if needed) Date

ATTEST:  
 \_\_\_\_\_  
 City Clerk Date

N/A  
 Title

CERTIFICATE OF LIABILITY INSURANCE

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 <b>Kibble &amp; Prentice, a USI Co</b> 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: <b>Colleen MacLafferty</b>
	PHONE (A/C, No, Ext): <b>206-441-6300</b> FAX (A/C, No): <b>610-362-8518</b> E-MAIL ADDRESS: <b>CLCertRequest@usi.biz</b>
INSURED  <b>Saybr Contractors, Inc.</b> 3852 S. 66th Street Tacoma, WA 98409	INSURER(S) AFFORDING COVERAGE INSURER A: <b>Crum &amp; Forster Specialty Ins Co</b> A      NAIC # <b>44520</b>
	INSURER B: <b>Alaska National Insurance Co</b> A1 <b>38733</b>
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES      CERTIFICATE NUMBER: **K1**      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: <b>\$10,000</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	EPK108373	05/01/2015	05/01/2016	EACH OCCURRENCE      \$1,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence)      \$50,000 MED EXP (Any one person)      \$5,000 PERSONAL & ADV INJURY      \$1,000,000 GENERAL AGGREGATE      \$2,000,000 ✓ PRODUCTS - COMP/OP AGG      \$2,000,000 \$
B	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	X	X	15EAS08388	05/01/2015	05/01/2016	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000 ✓ BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$None	X	X	EFX103585 XS of GL, Auto, EL & Pollution	05/01/2015	05/01/2016	EACH OCCURRENCE      \$4,000,000 ✓ AGGREGATE      \$4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EPK108373 WA Stop Gap Only	05/01/2015	05/01/2016	WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT      \$1,000,000 E.L. DISEASE - EA EMPLOYEE      \$1,000,000 ✓ E.L. DISEASE - POLICY LIMIT      \$1,000,000
A	CONTRACTORS POLLUTION LIABILITY	X	X	EPK108373 Occurrence Form	05/01/2015	05/01/2016	\$1,000,000 Each Occur. \$2,000,000 Aggregate \$10,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Bellevue Fire Station #7 - Bay Extension, 11900 SE 8th Street, Bellevue, WA 98009.**  
 City of Bellevue, its officials, employees and volunteers are included as Additional Insureds, coverage is primary where required by written contract per attached forms.

CERTIFICATE HOLDER  <b>City of Bellevue</b> P.O. Box 90012 Bellevue, WA 98009-9012	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  <i>Colleen MacLafferty</i> ✓
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

### SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
Where Required by Written Contract

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely as respects “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf. ✓
- This insurance shall be primary and non-contributory, but only in the event of a named insured’s sole negligence.
- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



**ZURICH**

Zurich Surety, Credit & Political  
800 5<sup>th</sup> Avenue, Suite 3800  
Seattle, WA. 98104  
Phone: (206) 346-2630

April 24, 2015

Les Reardanz, Executive Director/CEO  
Port of Everett  
1205 Craftsman Way, Suite 200  
Everett, WA 98201

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

Dear Mr. Reardanz:

Saybr Contractors, Inc. is currently bonded by Fidelity and Deposit Company of Maryland under Performance & Payment Bond #PRF0915196 to the Port of Everett.

The Port has requested that Fidelity and Deposit Company of Maryland add the City of Bellevue, Washington as an additional Obligee to the Saybr Bond. Fidelity and Deposit Company of Maryland understands that the Port's request to the Interagency Agreement between the Port of Everett and the City of Bellevue in which the Port assigned a portion of its statutorily authority JOC capacity to the Contract to the City of Bellevue for certain City of Bellevue task orders. Fidelity and Deposit Company of Maryland has issued a Dual Obligees Rider in the City of Bellevue's name as a short term accommodation to allow the City of Bellevue task orders to proceed.

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

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

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me at 206-696-3106.

Sincerely,  
Zurich American Insurance Company  
Fidelity and Deposit Company of Maryland

Holly E. Ulfers  
Attorney in Fact

Bond No. PRF09157196

**MULTIPLE OBLIGEE RIDER  
TO CONTRACT PERFORMANCE BOND**

WHEREAS, on or about the 17th day of November, 2014, Saybr Contractors, Inc.  
of Tacoma, Washington, as Contractor, entered into a written agreement with  
Port of Everett, as Obligee, for the  
Job Order Contracting for General Construction Services  
herein referred to as the Contract; and

WHEREAS, the Contractor, as Principal, and the Fidelity and Deposit Company of Maryland  
a Maryland Corporation, as Surety, made, executed and delivered to said Contractor their joint and several  
Performance Bond; and

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

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

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

1. The names of City of Bellevue shall be added to said Bond as Named Obligees.
2. There shall be no liability on the part of the Principal or Surety under this bond to the Obligees, or any of them, unless the Obligees, or any of them, shall make payments to the Principal, or to the Surety in case it arranges for completion of the Contract upon default of the Principal, strictly in accordance with the terms of said Contract as to payments, and shall perform all the other obligations required to be performed under said Contract at the time and in the manner therein set forth.
3. Except as herein modified, said Performance Bond shall be and remain in full force and effect.
4. Notwithstanding the stated penal sum of the Bond, the parties agree that the Surety's and Contractor's obligations to additional Obligee City of Bellevue under this Bond shall be limited to the combined contract price for all task orders issued to Contractor for or on behalf of City of Bellevue.

SIGNED, sealed and dated this 24th day of April, 2015.

WITNESS OR ATTEST:

[Signature]

Saybr Contractors, Inc.  
Contractor

By [Signature], PRESIDENT (SEAL)

Port of Everett  
Obligee

Francine Burns

By [Signature], CEO (SEAL)

Fidelity and Deposit Company of Maryland

By [Signature]  
Holly E. Ulfers, Attorney-in-Fact

Bond No. PRF09157196

**MULTIPLE OBLIGEE RIDER TO CONTRACT  
LABOR AND MATERIAL PAYMENT BOND**

WHEREAS, on or about the 17th day of November, 2014, Saybr Contractors, Inc.  
of Tacoma, Washington, as Contractor, entered into a written agreement with  
Port of Everett, as Obligee, for the  
Job Order Contracting General Construction Services  
herein referred to as the Contract; and

WHEREAS, the Contractor, as Principal, and the Fidelity and Deposit Company of Maryland, a Maryland  
Corporation, as Surety, made, executed, and delivered to said Contractor their joint and several Labor and Material Payment  
Bond; and

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

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

The Labor and Material Payment Bond shall be and it is hereby amended as follows:

1. The names of City of Bellevue shall be added to said Bond as Named Obligees.
2. There shall be no liability on the part of the Principal or Surety under this bond to the Obligees, or any of them, unless  
the Obligees, or any of them, shall make payments to the Principal, or to the Surety in case it arranges for completion of  
the Contract upon default if the Principal, strictly in accordance with the terms of said Contract as to payments, and  
shall perform all the other obligations required to be performed under said Contract at the time and in the manner  
therein set forth.


3. Except as herein modified, said Labor and Material Payment Bond shall be and remain in full force and effect.  
4. Notwithstanding the stated penal sum of the Bond, the parties agree that the Surety's and Contractor's obligations to additional Obligee City of Bellevue under  
this Bond shall be limited to the combined contract price for all task orders issued to Contractor for or on behalf of City of Bellevue.  
SIGNED, sealed and dated this 24th day of April, 2015.

WITNESS OR ATTEST:


  
\_\_\_\_\_

Francine Burns  
\_\_\_\_\_

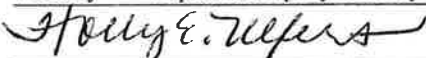
Saybr Contractors, Inc.  
Contractor

By  (SEAL)  
PRESIDENT

Port of Everett  
Obligee

By  (SEAL)  
CEO

Fidelity and Deposit Company of Maryland

  
Holly E. Ulfers, 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 24<sup>th</sup> day of April, 2015.



Michael Bond, Vice President

**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 **GERALD F. HALEY, 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 **Steven W. PALMER, Holly E. ULFERS, Roxana PALACIOS, Nancy N. HILL and Katie SNIDER, all of Seattle, Washington, 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 23rd day of December, A.D. 2014.

ATTEST:

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



By: *Eric D. Barnes*

*Gerald F. Haley*

*Secretary*  
*Eric D. Barnes*  
State of Maryland  
County of Baltimore

*Vice President*  
*Gerald F. Haley*

On this 23rd day of December, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, 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