

From: **Ryan Hardy** Ryan.Hardy@graybar.com  
Subject: PUBLIC RECORDS REQUEST FORM2.pdf  
Date: September 4, 2019 at 2:29 PM  
To: public.records@shorelineschools.org



Please see attached public records request.

Thank you,

**Ryan W Hardy** | Financial Manager  
1919 6th Avenue South | Seattle, WA 98134-1685 | Office (206) 701-2715 | Fax (206) 701-2999 |  
[ryan.hardy@graybar.com](mailto:ryan.hardy@graybar.com)  
[www.graybar.com](http://www.graybar.com) - Works to Your Advantage



View bills, balances, make payments and more



**Graybar Bill Pay**  
Take advantage, register here



Please Email This Form To: [public.records@shorelineschools.org](mailto:public.records@shorelineschools.org)

### PUBLIC RECORDS REQUEST

It is the policy of Shoreline School District to make available for inspection and/or copying all district records falling within the classification of public records as defined by laws, except those which are exempted from such disclosure subject to the procedures, limitations, and qualifications set forth in the laws and/or school district regulations.

**Requester Information (we will honor anonymous request)**

Name\* Ryan Hardy Company/Organization Graybar Electric Co, Inc.

Email\* ryan.hardy@graybar.com Address line 1\* 1919 6th Ave S

City\* Seattle State\* WA Zip code\* 98134 Phone\* 206-701-2715

**Description of the document(s) you are requesting\***

Time period of the information you are seeking:

Start date\* \_\_\_\_\_ End Date\* \_\_\_\_\_

Please provide enough information that we may identify and locate the records you seek. Attach additional page if necessary.

Payment and performance bond on the Kellogg Middle School Project where Hoffman Construcion is the general contractor



Please Email This Form To: [public.records@shorelineschools.org](mailto:public.records@shorelineschools.org)

### PUBLIC RECORDS REQUEST

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**Requester Information (we will honor anonymous request)**

Name*		Company/Organization	
<u>Ryan Hardy</u>		<u>Graybar Electric Co, Inc.</u>	
Email*		Address line 1*	
<u>ryan.hardy@graybar.com</u>		<u>1919 6th Ave S</u>	
City*	State*	Zip code*	Phone*
<u>Seattle</u>	<u>WA</u>	<u>98134</u>	<u>206-701-2715</u>

**Description of the document(s) you are requesting\***

Time period of the information you are seeking:

Start date\* \_\_\_\_\_ End Date\* \_\_\_\_\_

Please provide enough information that we may identify and locate the records you seek. Attach additional page if necessary.

Payment and performance bond on the Kellogg Middle School Project where Hoffman Construcion is the general contractor

If the request is for a list of individuals, I certify, by checking this box, that the information will not be used for commercial purposes. The district is not authorized to provide public records consisting of a list of individuals for commercial use (RCW42.56.070(9)).

**Records Delivery Options**

Select one option to receive the records\*:

- Printed copies will be 15 cents per page. Mailing cost will be additional (unless copies are picked-up in person).
- I want the copies to be sent electronically (no cost).
- Review of the records only (no cost except for any pages you wish to have copies made after review). Records may be reviewed on workdays between 8:30 am and 4:00 pm (by appointment only).

\* Required Fields



**Board of Directors**  
Heather Fralick  
Mike Jacobs  
Richard Nicholson  
Richard Potter  
David Wilson  
Rebecca Miner  
*Superintendent*  
*Secretary to the Board*

September 9, 2019

Graybar Electric Co., Inc.  
Attn: Ryan Hardy  
1919 6<sup>th</sup> Ave. S.  
Seattle, WA 98134

*Sent via email to ryan.hardy@graybar.com*

Dear Mr. Hardy,

This is to acknowledge receipt of your public records request, received September 4, 2019, requesting a copy of the following information:

- "Payment and performance bond on the Kellogg Middle School Project where Hoffman Construction is the general contractor".

The District currently estimates the documents found to be responsive to your request will be available to you within 20 business days from the date of this letter. The additional time required to respond to your request is based upon the need to locate and assemble the information requested, to notify third persons or agencies affected by the request, if any, or to determine whether any of the information requested is exempt from disclosure.

A copy of your full request is enclosed with this response. If you have any questions, please call me or my assistant, Di Mikesell, at 206-393-4366.

Sincerely,

A handwritten signature in black ink that reads "Marla S. Miller". The signature is written in a cursive style with a large initial "M".

Marla S. Miller  
Deputy Superintendent

Enc: Request for Public Records

From: **Di Mikesell** [di.mikesell@shorelineschools.org](mailto:di.mikesell@shorelineschools.org)   
Subject: **Public Records Request**  
Date: **September 9, 2019 at 9:09 AM**  
To: [ryan.hardy@graybar.com](mailto:ryan.hardy@graybar.com)



Di Mikesell  
Executive Assistant to Deputy Superintendent  
Shoreline School District  
18560-1st Ave. NE  
Shoreline, WA 98155  
[di.mikesell@shorelineschools.org](mailto:di.mikesell@shorelineschools.org)

ph: 206-393-4366  
fx: 206-393-4204

 PDF



Kellogg MS  
Constr...tial.pdf



**Board of Directors**  
Heather Fralick  
Mike Jacobs  
Richard Nicholson  
Richard Potter  
David Wilson  
Rebecca Miner  
*Superintendent*  
*Secretary to the Board*

September 19, 2019

Graybar Electric Co., Inc.  
Attn: Ryan Hardy  
1919 6<sup>th</sup> Ave. S.  
Seattle, WA 98134

*Sent via email to ryan.hardy@graybar.com*

Dear Mr. Hardy,

This is Shoreline School District's final response to your public records request, received September 4, 2019, requesting a copy of the following information:

- "Payment and performance bond on the Kellogg Middle School Project where Hoffman Construction is the general contractor".

The document found to be responsive to your request is attached to the email which transmits this letter. As there were no paper documents provided to you in response to your request, there is no charge for copies.

If you have any questions, please call me or my assistant, Di Mikesell, at 206-393-4366.

Sincerely,

A handwritten signature in black ink that reads "Marla S. Miller".

Marla S. Miller  
Deputy Superintendent

Electronic Enc: Documents found to be responsive to public records request

From: **Di Mikesell** di.mikesell@shorelineschools.org   
Subject: Public Records Request  
Date: September 19, 2019 at 3:24 PM  
To: ryan.hardy@graybar.com



Di Mikesell  
Executive Assistant to Deputy Superintendent  
Shoreline School District  
18560-1st Ave. NE  
Shoreline, WA 98155  
[di.mikesell@shorelineschools.org](mailto:di.mikesell@shorelineschools.org)

ph: 206-393-4366  
fx: 206-393-4204

PDF

A handwritten signature in black ink, appearing to be "J" or "K", located below the PDF icon.

Kellogg MS  
Bond H...inal.pdf

CHUBB  
KELOGG MS  
6090018

Surety  
202B Halls Mill Road, PO Box 1650  
Whitehouse Station, NJ 08889-1650

O + 908.903.3485  
F + 908.903.3656

Federal Insurance Company

**AIA Document A312™ - 2010 Payment Bond** 82443219

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR**

(Name, legal status and address):  
Hoffman Construction Company of Washington  
600 Stewart Street, Suite 200  
Seattle, Washington 98101

**OWNER**

(Name, legal status and address):  
Shoreline School District No. 412  
18560 First Avenue NE  
Shoreline, Washington 98155

**CONSTRUCTION CONTRACT**

Date:

Amount: Twenty-Five Million Five Hundred Eighty-Nine Thousand Two Hundred Seventy-One and Zero/100 Dollars (\$25,589,271.00)

Description (Name and Location):

Kellogg Middle School Replacement PO2531700188

BOND 16045 25th Avenue NE Shoreline, Washington 98177

Date (Not earlier than Construction Contract

Date): April 16th, 2019

Amount: Twenty-Five Million Five Hundred Eighty-Nine Thousand Two Hundred Seventy-One and Zero/100 Dollars (\$25,589,271.00)

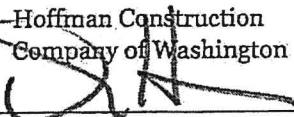
Modifications to this Bond:

None

See Page 4

**CONTRACTORS AS PRINCIPAL**

Company: Hoffman Construction (Corporate Seal)  
Company of Washington

Signature: 

Name and Title: Dan D. Harmon, VP

**SURETY**

Company: Federal Insurance Company (Corporate Seal)

Signature: 

Attorney-in-Fact Name: Ian J. Campbell

Signed and Sealed this April 16th

day of 2019

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, Address and Telephone)

**AGENT or BROKER:**

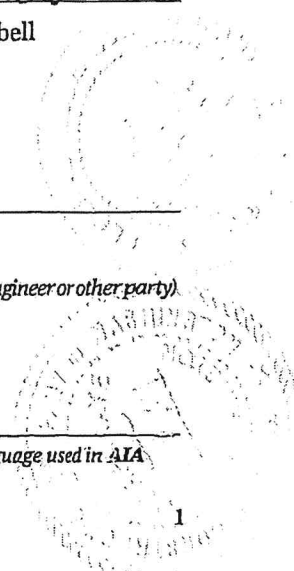
Woodruff-Sawyer & Co. of Oregon  
1001 SW 5th Avenue, Suite 1000  
Portland, Oregon 97204  
503-416-7180

**OWNER'S REPRESENTATIVE (Architect, Engineer or other party)**

Integrus Architecture  
117 S Main Street  
Seattle, Washington 98104

Printed in cooperation with the American Institute of Architects (AIA) by Chubb. The language in this document conforms to the language used in AIA Document A312™ - 2010.

COPY



1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants, who do not have a direct contract with the Contractor,
    - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - .2 have sent a Claim to the Surety (at the address described in Section 13).
  - 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
6. If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
7. When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.



10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 16. DEFINITIONS

**16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and,
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**16.2 Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas power, light, heat, oil gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor

and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**16.3 Construction Contract:** The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**16.4 Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**17.** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**18. MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

**18.1** "Claim notices for FEDERAL INSURANCE COMPANY must be sent to the following address: Chubb, PO Box 2191, Chesapeake, Virginia 23327, Attention: Surety Support Team."

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

**Federal Insurance Company**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address:

Address:

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Brett R. Bauer, Michael R. Bennison, Ian J. Campbell, Stacy A. Flynn, Debra Y. Fabel and Gary P. McCann Portland, Oregon

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

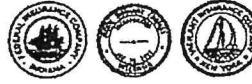
In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 24th day of February, 2017.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 24th day of February, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2310885
Commission Expires July 16, 2019

[Signature]

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this April 16th, 2019



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CHUBB

Surety  
202B Halls Mill Road, PO Box 1650  
Whitehouse Station, NJ 08889-1650

O + 908.903.3485  
F + 908.903.3656

Federal Insurance Company

**AIA Document A312™ - 2010 Performance Bond** 82443219

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR**

(Name, legal status and address):

Hoffman Construction Company of Washington  
600 Stewart Street, Suite 1000  
Seattle, Washington 98101  
OWNER

(Name, legal status and address):

Shoreline School District No. 412  
18560 First Avenue NE  
Shoreline, Washington 98155

**SURETY (Name and Principal Place of Business):**

**Federal Insurance Company**

202B Hall's Mill Road  
Whitehouse Station, NJ 08889  
Incorporated In: Indiana

**CONSTRUCTION CONTRACT**

Date:

Amount: Twenty-Five Million Five Hundred Eighty-Nine Thousand Two Hundred Seventy-One and Zero/100 Dollars (\$25,589,271.00)

Description (Name and Location):

Kellogg Middle School Replacement PO 2531700188  
16045 25th Avenue NE Shoreline, Washington 98155

**BOND**

Date (Not earlier than Construction Contract Date): April 16 2019

Amount: Twenty-Five Million Five Hundred Eighty-Nine Thousand Two Hundred Seventy-One and Zero/100 Dollars (\$25,589,271.00)

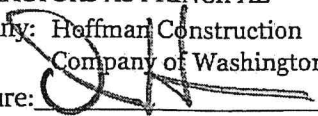
Modifications to this Bond:

None

See Page 4

**CONTRACTORS AS PRINCIPAL**

Company: Hoffman Construction Company of Washington (Corporate Seal)

Signature: 

Name and Title: Dan D. Harmon, VP

**SURETY**

Company: Federal Insurance Company (Corporate Seal)

Signature: 

Attorney-in-Fact Name: Ian J. Campbell

Signed and Sealed this April 16th

day of 2019

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, Address and Telephone)

AGENT or BROKER:

Woodruff-Sawyer & Co. of Oregon  
1050 SW 6th Avenue, Suite 1000  
Portland, Oregon 97204  
503-416-7180

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Printed in cooperation with the American Institute of Architects (AIA) by Chubb. The language in this document conforms to the language used in AIA Document A312™ - 2010.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - 1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of Contractor Default; or
  - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to commitment by the Owner to pay the Balance of the Contract Price, the Surety Is obligated, without duplication, for
  - 1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
  - 3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators successors and assigns.
10. The surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. **DEFINITIONS**
  - 14.1 **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2 **Construction Contract:** The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3 **Contractor Default:** Failure of the Contractor, which has not been remedied nor waived, to perform or otherwise to comply with the term of the Construction Contract.
  - 14.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

*(Corporate Seal)*

SURETY

Company:

*(Corporate Seal)*

**Federal Insurance Company**

Signature: \_\_\_\_\_

Name and Title:

Address:

Signature: \_\_\_\_\_

Name and Title:

Address:

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*Printed in cooperation with the American Institute of Architects (AIA) by Chubb. The language in this document conforms to the language used in AIA Document A312™ - 2010.*

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Brett R. Bauer, Michael R. Bennison, Ian J. Campbell, Stacy A. Flynn, Debra Y. Frabel and Gary P. McCann Portland, Oregon

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 24th day of February, 2017.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 24th day of February, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. Z310985
Commission Expires July 18, 2019

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this April 16th, 2019



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com