

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Public Works Director *FH.*

Agenda Date: April 15, 2013

Subject: Execution of Contract with Western Industrial, Inc.
Queets Bridge Painting Project, M.P. 0.60 to M.P. 0.76 Clearwater Road,
Co. Rd. No. 107508, CR1881, Federal Aid Project No. BHOS-16WA(001)

Statement of Issue:

The issue is requesting execution of the Contract document for the Queets Bridge Painting Project, CR1881 with Western Industrial, Inc. for the bid amount of (\$1,856,000).

Analysis/Strategic Goals/Pros & Cons:

This project is included in the officially adopted 2012-2017 Transportation Improvement Program as Item No. 13. This project is also included in the adopted 2012 Annual Construction Program as item No. 13. The purpose of this project is to repaint the steel girders and bracing members of the Queets River Bridge.

Bids for this project were obtained using the standard bidding process. The lowest responsive bidder was Western Industrial, Inc. of Mukilteo, WA. The Contract now needs to be executed for this project to proceed.

Fiscal Impact/Cost Benefit Analysis:

This project is funded at 100% by the Federal Highway Administration, with a grant amount of \$2,969,652.00.

Recommendation:

Public Works recommends that the Board execute all three (3) originals of the contract with Western Industrial, Inc. and return two (2) originals to Public Works for further processing.

Department Contact: John Wayand, Project Manager, 385-9377

Reviewed By:


Philip Morley, County Administrator

CONTRACT
JEFFERSON COUNTY, WASHINGTON

THIS AGREEMENT, made and entered into this 15th day of April, 2013, between the COUNTY OF JEFFERSON, acting through the Jefferson County Commissioners and the Director of Public Works under and by virtue of Title 36, RCW, as amended and Western Industrial, Inc. of Mukilteo, WA. hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

1. The Contractor agrees to furnish all labor and equipment and do certain work, to-wit: That the Contractor herein will undertake and complete the following described work:

This contract provides for the improvement of the Queets River Bridge - 8W, M.P. 0.60 to M.P. 0.76 Clearwater Road in West Jefferson County, Washington. The work includes cleaning, removal of existing lead paint, and painting the metal surfaces of the following: Bridge Plate Girders, End Diaphragm and Pier Cross Frames, Intermediate Cross Frames, Bottom Lateral Braces, All Transverse and Longitudinal Stiffener Plates, Added Girder Web Stiffeners, Girder Bolted Splices, and All exposed portions of each Bridge Bearing and other work, all in accordance with the Contract Provisions and Standard Specifications.

for the total sum of One Million Eight Hundred Fifty Six dollars (\$1,856,000.00) in accordance with and as described in the attached plans and specifications and the Standard Specifications of the Washington Department of Transportation which are by this reference incorporated herein and made a part hereof. The Contractor shall perform any alteration in or addition to the work provided in this contract and every part thereof.

The Contractor shall complete the described work as follows: Contract time shall begin on the first working day following the Notice to Proceed Date. Beginning with the first working day, the project shall be physically complete within 105 working days.

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.

2. The County of Jefferson hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the goods and equipment described and to furnish the same according to the attached specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the condition provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work provided for in this contract that may be ordered and to pay for the same under the terms of this contract and the attached specifications at the time and in the manner and upon the conditions provided for in this contract.

3. The Contractor for himself, and for his heirs, executor, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

4. Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance from companies licensed in the State with a Best's rating of no less than A: VII. The Contractor shall provide to the County Risk Manager certificates of insurance with original endorsements affecting insurance required by this clause prior to the commencement of work to be performed.

The insurance policies required shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the County Risk Manager by registered mail, return receipt requested, for all of the following stated insurance policies.

If any of the insurance requirements are not complied with at the renewal date of the insurance policy, payments to the Contractor shall be withheld until all such requirements have been met, or at the option of the County, the County may pay the renewal premium and withhold such payments from the moneys due The Contractor.

All notices shall name the Contractor and identify the agreement by contract number or some other form of identification necessary to inform the County of the particular contract affected.

A. Workers Compensation and Employers Liability Insurance. The Contractor shall procure and maintain for the life of the contract, Workers Compensation Insurance, including Employers Liability Coverage, in accordance with the laws of the State of Washington.

B. General Liability(1) - with a minimum limit per occurrence of one million dollars (\$1,000,000) and an aggregate of not less than two million dollars (\$2,000,000) for bodily injury, death and property damage unless otherwise specified in the contract specifications. This insurance coverage shall contain no limitations on the scope of the protection provided and indicate on the certificate of insurance the following coverage:

1. Broad Form Property Damage with no employee exclusion;
2. Personal Injury Liability, including extended bodily injury;
3. Broad Form Contractual/Commercial Liability including completed operations (contractors only);
4. Premises - Operations Liability (M&C);
5. Independent Contractors and Subcontractors; and
6. Blanket Contractual Liability.

(1)Note: The County shall be named as an additional insured party under this policy.

C. Automobile (2) - with a minimum limit per occurrence of \$1,000,000 for bodily injury, death and property damage unless otherwise specified in the contract specifications. This insurance shall indicate on the certificate of insurance the following coverage:

1. Owned automobiles;
2. Hired automobiles; and,
3. Non-owned automobiles.

(2) Note: The County shall be named as an additional insured party under this policy.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of the contract by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention or The Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated herein.

Failure of The Contractor to take out and/or maintain any required insurance shall not relieve The Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so

affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of The Contractor.

It is agreed by the parties that judgments for which the County may be liable, in excess of insured amounts provided herein, or any portion thereof, may be withheld from payment due, or to become due, to The Contractor until such time as The Contractor shall furnish additional security covering such judgment as may be determined by the County.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

5. The Contractor shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of the State of Washington and venue shall be in Jefferson County, WA.

The Contractor shall indemnify and hold the County, and its officers, employees, and agents harmless from and shall process and defend at its own expense, including all costs, attorney fees and expenses relating thereto, all claims, demands, or suits at law or equity arising in whole or in part, directly or indirectly, from the Contractor's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require a Contractor to indemnify the County against and hold harmless the County from claims, demands or suits based solely upon the conduct of the County, its officers, employees and agents, and; provided further that if the claims or suits are caused by or result from the concurrent negligence of: (a) the Contractor's agents or employees; and, (b) the County, its officers, employees and agents, this indemnity provision with respect to claims or suits based upon such negligence, and/or the costs to the County of defending such claims and suits, etc., shall be valid and enforceable only to the extent of the Contractor's negligence, or the negligence of the Contractor's agents or employees.

Claims against the County shall include, but not be limited to assertions that the use and transfer of any software, book, document, report, film, tape, or sound reproduction of material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or an unlawful restraint of competition.

The Contractor specifically assumes potential liability for actions brought against the County by Contractor's employees, including all other persons engaged in the performance of any work or service required of the Contractor under this Agreement and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 R.C.W. The Contractor recognizes that this waiver was specifically entered into pursuant to provisions of R.C.W. 4.24.115 and was subject of mutual negotiation.

6. The Contractor's relation to the County shall be at all times as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, and any and all employees of the Contractor or other persons engaged in the performance of any work or service required of the Contractor under this Agreement shall be considered employees of the Contractor only and any claims that may arise on behalf of or against said employees shall be the sole obligation and responsibility of the Contractor.

7. The Contractor shall not sublet or assign any of the services covered by this contract without the express written consent of the County or its authorized representative. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

8. The Contractor shall deliver to the County an executed bond as security for the faithful performance of this contract and for payment of all obligations of the Contractor.

9. Attachments hereto, incorporated by reference:

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion; and
- Contract Bond

IN WITNESS WHEREOF, the Contractor has executed this instrument on the day and year first below written, and the Board of County Commissioners has caused this instrument to be executed by and in the name of said County of Jefferson the day and year first above written.

Executed by the Contractor March 22, 2013

Contractor: Western Industrial, Inc.
(Please print)

By: Mark Jackson
(Please print)


(Signature)

601-626-434
State of Washington, Contractor Registration Number

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

John Austin,

Phil Johnson,

David W. Sullivan,

Approved as to form only: 1/9/13
David Alvarez _____ Date
Deputy Prosecuting Attorney

Frank Gifford 4/8/13
_____ Date
Public Works Director

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

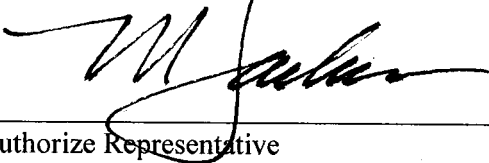
Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation.

WESTERN INDUSTRIAL, INC.

Name of Contractor (Please print)

MARK JACKSON, PRESIDENT

Name and Title of Authorized Representative (Please print)



Signature of Authorize Representative

I am unable to certify to the above statement. An explanation is attached.

**CONTRACT BOND
JEFFERSON COUNTY, WASHINGTON**

KNOW ALL MEN BY THESE PRESENTS:

That Western Industrial, Inc., of Mukilteo, Washington, as Principal, and Darwin National Assurance Company, as Surety, are jointly and severally held and bound unto the COUNTY OF JEFFERSON, the penal sum of One Million Eight Hundred Fifty Six Thousand & no/100ths Dollars (\$ 1,856,000.00), for the payment of which we jointly and severally bind ourselves, or heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that WHEREAS, on the 15TH day of APRIL, A.D., 2013, the said Western Industrial, Inc., Principal herein, executed a certain contract with the County of Jefferson, by the terms, conditions and provisions of which contract the said Western Industrial, Inc., Principal herewith, agrees to furnish all materials and do certain work, to-wit: That the said Principal herein will undertake and complete the following described work:

Queets River Bridge Painting Project, M.P. 0.60 to M.P. 0.76 Clearwater Road, County Road Project CR1881, County Road No. 107508 in Jefferson County, Washington, as per maps, plans and specifications made a part of said contract, which contract as so executed, is hereunto attached, and is now referred to and by this reference is incorporated herein and made a part hereof as full for all purposes as if here set forth at length.

NOW THEREFORE, if the Principal herein 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 by the said Principal undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and materialmen, 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 to be void, otherwise to remain in full force and effect.

WITNESS our hands this 5th day of April, 2013.

Western Industrial, Inc.

Darwin National Assurance Company

PRINCIPAL

SURETY COMPANY

By: Mark L. Jackson

By: _____

Mark Jackson, President

Mark L. Jackson

Jason Hale

By: Jason Hale

Attorney-in-fact

Address of local office and agent of surety company:

Propel Insurance
1201 Pacific Avenue, Suite 1000
Tacoma, WA 98402



DARWIN NATIONAL ASSURANCE COMPANY

30 S. 17th St., Suite 810, Philadelphia, PA 19103

POWER OF ATTORNEY

No. 37

KNOW ALL MEN BY THESE PRESENTS:

Darwin National Assurance Company, a Delaware corporation (the "Company") does hereby appoint

NAME(s): Robert E. Staples Jason Hale
Timothy Maffiore

FIRM: Allied World National Assurance Company OFFICE LOCATION: 30 South 17th Street, Suite 810, United Plaza, Philadelphia, PA 19103

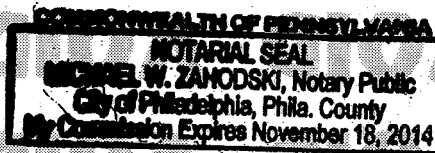
It's true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby.

IN WITNESS WHEREOF, DARWIN NATIONAL ASSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 5th day of April, 2013

State of Pennsylvania
County of Philadelphia

)
) ss.



Robert E. Staples
Name: Robert E. Staples
Title: Senior Vice President

On this 5th day of April, 2013, before me came the above-named officer of DARWIN NATIONAL ASSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Michael W. Zahodski
Notary: Michael W. Zahodski
My Commission Expires: 11-18-2014

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the DARWIN NATIONAL INSURANCE COMPANY, on December, 2012:

"RESOLVED, that the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that the facsimile or mechanically reproduced signature of the Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Company, with signatures affixed as next above noted, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, TIMOTHY J. CURRY, Secretary of the DARWIN NATIONAL INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 5th day of April, 2013

Secretary: *Timothy Curry*

DARWIN NATIONAL ASSURANCE COMPANY - NAIC # 16624

CONDENSED STATUTORY BASIS
FINANCIAL STATEMENT

AS OF DECEMBER 31, 2011

ADMITTED ASSETS

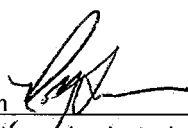
BONDS	476,972,955
COMMON STOCKS	<u>38,580,097</u>
INVESTMENT IN SUBSIDIARIES	<u>60,572,854</u>
CASH & SHORT TERM INVESTEMENTS	<u>27,107,245</u>
AGENTS BALANCES OR UNCOLLECTED PREMIUMS	<u>23,929,002</u>
OTHER ASSETS	<u>40,721,448</u>
TOTAL ASSETS	<u>\$ 667,883,601</u>

LIABILITIES

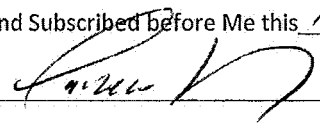
RESERVE FOR LOSSES	143,457,933
RESERVE FOR LOSS ADJUSTMENT EXPENSES	<u>72,123,563</u>
RESERVE FOR UNEARNED PREMIUMS	<u>25,104,868</u>
ALL OTHER LIABILITIES	<u>83,980,750</u>
TOTAL LIABILITIES	<u>324,667,114</u>

CAPITAL AND SURPLUS

SPECIAL SURPLUS FUNDS	<u>1,230,639</u>
CAPITAL STOCK	<u>3,500,000</u>
CAPITAL IN EXCESS OF PAR VALUE	<u>180,282,056</u>
UNASSIGNED SURPLUS	<u>158,203,792</u>
TOTAL CAPITAL AND SURPLUS	343,216,487
TOTAL	<u>\$ 667,883,601</u>

In the state of New York, county of New York, Robert Larson  personally appeared before the undersigned who being duly sworn, deposes and says that he is the Vice President and Treasurer of Darwin National Assurance Company and that the foregoing statement is correct and true.

NOTARY Sworn to and Subscribed before Me this 10 day of January, 2013

Signature  My Commission Expires 09/18/2014

MURZENA LEUNG
Notary Public, State of New York
01LE6152740
Qualified in Queens County
Commission Expires Sept. 18, 20 14



CERTIFICATE OF LIABILITY INSURANCE

259845

DATE (MM/DD/YYYY)
4/8/2013

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 Commercial Lines - (206) 892-9200 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 601 Union Street, Suite 1300 Seattle, WA 98101-1371	CONTACT NAME: Katey Noonan PHONE (A/C, No. Ext): 206-892-9249 FAX (A/C, No): 206-892-9201 E-MAIL ADDRESS: kathryn.a.noonan@wellsfargo.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Western Industrial, Inc. 11709 Cyrus Way Mukilteo WA 98275	INSURER A: Travelers Property Casualty Co of America	NAIC # 25674
	INSURER B: American Longshore Mutual Assoc	
	INSURER C: Evanston Insurance Company	35378
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES**CERTIFICATE NUMBER:** 5896036**REVISION NUMBER:** See below

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			14R61213	05/25/2012	05/25/2013	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 SRLL \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA9A980998	05/25/2012	05/25/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	ALMA00717-02	05/25/2012	05/25/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> 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	Stop Gap Liability Includes WA, WY, OH, ND			14R61213	05/25/2012	05/25/2013	\$1,000,000 ea acc \$1,000,000 dis. pol lim \$1,000,000 dis. ea empl

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

Certificate holder is named as additional insured on the general liability, pollution and auto liability with respect to work performed by the named insured under contract. GL policy includes Ship Repairer's Legal Liability coverage of \$1,000,000. 30 day notice of cancellation applies except 10 days for non-payment of premium.

CERTIFICATE HOLDER County of Jefferson 621 Sheridan St. Port Townsend, WA 98368	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

(This certificate replaces certificate# 5744761 issued on 3/15/2013)

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
C	Project Pollution Liability	X		2789804	02/04/2013	02/04/2014	1,000,000

COPY

**BLANKET ADDITIONAL INSURED ENDORSEMENT -
INCLUDING COMPLETED OPERATIONS (BROAD FORM)**

In consideration of an additional premium of \$**included** and subject to all terms, conditions and exclusions contained in this policy, and further subject to the conditions of this endorsement, it is agreed that:

1. Clause 11 - Persons Insured of Section I: General Conditions is amended to include as an additional insured, with waiver of subrogation if required, any person or organization whom the Named Insured is required to add as an additional insured on this policy under:
 - (1) A written contract; or
 - (2) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an additional insured; but the oral agreement or written contract must be:
 - (a) An "insured contract";
 - (b) Currently in effect or becoming effective during the term of this policy; and
 - (c) Executed or agreed to prior to an "occurrence" or offense that gives rise to a "claim" or "suit".

Such person or organization is an additional insured only with respect to liability arising out of work performed for said additional insured by or on behalf of the Named Insured. When required by a written contract or agreement between the Named Insured and the additional insured, shown on a Certificate of Insurance provided to this Company, coverage afforded by this policy shall be primary and non-contributory.

2. Where a contract or agreement for the lease or rental of premises obligates the Named Insured to add the manager or lessor of such premises as an additional insured, such manager or lessor is an additional insured only with respect to their liability arising out of the maintenance, operation or use by the Named Insured of that leased premises.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after the Named Insured has ceased to lease or rent the premises;
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured;
 - (c) Liability arising out of the sole omission or negligence of the additional insured.
3. Where a contract or agreement for the lease or rental of equipment obligates the Named Insured to add the lessor of such equipment as an additional insured, such

Name of Insured	Policy Number ZOL-14R61213-12-ND	Effective Date 11/01/12
WESTERN INDUSTRIAL, INC.	Processing Date 11/20/12 12:55 002	