

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, P.E., Public Works Director/County Engineer 

Agenda Date: April 7, 2025

Subject: Execution of Contract with Seton Construction, Inc. for Upper Hoh Road MP 9.8-9.9 Emergency Repair, Project No. 18021400

Statement of Issue: Execution of Contract with Seton Construction, Inc. for the Upper Hoh Road MP 9.8-9.9 Emergency Repair, Project No. 18021400.

Analysis/Strategic Goals/Pro's & Con's: High flows in the Hoh River in December 2024 washed out approximately 300 lineal feet of the Upper Hoh Road at milepost 9.8 to 9.9. The road was closed to the public, cutting off access to Olympic National Park, and will remain closed until repairs are completed. Public Works has secured funding for the repair, authorized through the Washington State Governor's office. This contract is for construction of the repair, including placement of rock armoring, reconstruction of the roadway, asphalt paving, concrete barrier, and site restoration.

Fiscal Impact/Cost Benefit Analysis: The bid amount is \$414,432.00. Construction will be funded at 100% through the Washington State Governor's office.

Recommendation: Public Works recommends that the Board execute all three (3) originals of the Contract with Seton Construction, Inc. and return two (2) originals to Public Works for further processing.

Department Contact: Mark Thurston, P.E., Project Manager, 385-9160.

Reviewed By:


Mark McCauley, County Administrator

4/1/25
Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: To be determined

Contract No: PW 2025-026

Contract For: Upper Hoh Road MP 9.8-9.9 Emergency Repair Term:

COUNTY DEPARTMENT: Public Works
Contact Person: Mark Thurston
Contact Phone: 360-385-9210
Contact email: mthurston@co.jefferson.wa.us

AMOUNT: To be determined

Revenue: Commerce Grant

Expenditure:

Matching Funds Required: N/A

Sources(s) of Matching Funds: N/A

Fund #

Munis Org/Obj

PROCESS:

☐ Exempt from Bid Process
☐ Cooperative Purchase
☐ Competitive Sealed Bid
☒ Small Works Roster
☐ Vendor List Bid
☐ RFP or RFQ
☐ Other:

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐ Mark Thurston 3/10/25
Signature Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐ Mark Thurston 3/10/25
Signature Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved by Risk Management on 3/11/2025.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved as to form by PAO on 3/11/2025.
Standard agreement - no PAO signature required.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

**CONSTRUCTION CONTRACT
JEFFERSON COUNTY, WASHINGTON**

THIS CONSTRUCTION CONTRACT (the Contract) is made and entered into this _____ day of _____, 2025, between Jefferson County, Washington (the County), acting through the Jefferson County Board of Commissioners and the Director of Public Works and _____ Seton Construction, Inc. _____ (the Contractor).

In consideration of the terms and conditions below and made a part of the Contract, the parties hereto covenant and agree as follows:

1. Effective Date. The Contract is effective on the day the last party signs it.
2. Notice to Proceed. The work described in the Scope of Services below shall begin not later than one days after a Notice to Proceed is issued by the County. A Notice to Proceed may be issued by the County for separate phases of the work, as described in the Scope of Services below.
3. Scope of the Work. The Contractor shall undertake and complete the following described work:
This contract provides for the repair of a washout at Upper Hoh Road milepost 9.8 to 9.9. Included is furnishing and placement of 3 to 5-man rock, heavy loose riprap, select borrow, crush surfacing base course, HMA wearing surface, concrete barrier, topsoil, erosion control and planting, and other work

for the total sum of Four hundred fourteen thousand four hundred thirty two dollars (\$ 414,432.00) in accordance with the terms and conditions of below.

The intent of the Contract is to prescribe a complete Work. Omissions from the Contract of details of Work that are necessary to carry out the intent of the Contract shall not relieve the Contractor from performing the omitted Work.

The Contractor shall provide all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all Work for the items included in the Proposal.

When the Contract specifies Work that has no Bid item, and the Work is not specified as being included with or incidental to other Bid items, an equitable adjustment will be made in accordance with Section 1-04.4 of the Standard Specifications for Road, Bridge and Municipal Construction, 2024 edition, as issued by the Washington State Department of Transportation (WSDOT), unless that Work is customarily considered as incidental to other items.

The complete Contract includes these parts: (1) the Contract, including all Exhibits; (2) the Contract Provisions (Special Provisions), including any standard items listed in them which are incorporated by reference, and the Standard Specifications; (3) the Bidder's completed Proposal Form, Contract Plans; (4) All Addenda; and, (5) All attachments, which may include, various certifications and affidavits, supplemental agreements, change orders, and subsurface

boring logs (if any). These parts complement each other in describing a complete Work. Any requirement in one part binds as if stated in all parts.

The Contractor shall provide all Work or materials clearly implied in the Contract even if the Contract does not mention it specifically.

If there is an inconsistency in the Contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order (e.g., 1 presiding over 2, 3, 4, 5, and 6; 2 presiding over 3, 4, 5, and 6; and so forth):

1. Addenda;
2. Bidder's Completed Proposal;
3. The Contract terms and conditions, including Exhibit F (Additional Requirements), if any;
4. Contract Provisions (Special Provisions), including any standard items listed in them which are incorporated by reference;
5. Contract Plans;
6. Standard Specifications;
7. County's Standard Plans or Details (if any); and,
8. Standard Plans.

The above eight items will be provided according to Division 1.02.2 of the project specifications.

On the Contract Plans, Working Drawings, and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

This order of precedence shall not apply when Work is required by one part of the Contract but omitted from another part or parts of the Contract. The Work required in one part must be furnished even if not mentioned in other parts of the Contract.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

In case of ambiguities or disputes over interpreting the Contract, the Engineer's decision will be final as provided in Section 1-05.1 of the Standard Specifications for Road, Bridge and Municipal Construction, 2025 edition, as issued by the Washington State Department of Transportation (WSDOT).

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 required in the Contract and every part thereof.

The Contractor shall perform any alteration in or addition to the work provided in the Contract and every part thereof.

4. Agreement to Full Performance. The Contractor for itself, and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
5. Insurance Coverages Required. Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance from companies licensed in Washington State with a current A.M. Best rating of no less than A:
 - a. Workers Compensation Insurance. The Contractor shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of the Contract and shall provide evidence of coverage to Jefferson County Risk Management, upon request. Worker's compensation insurance covering all employees with limits meeting all state and federal laws. This coverage shall extend to any subcontractor without their own worker's compensation and employer's liability insurance.
 - b. Commercial General Liability Insurance. The Contractor shall maintain Commercial General Liability Insurance with a minimum limit per occurrence of two million dollars (\$2,000,000) a general aggregate of not less than three million dollars (\$3,000,000) for bodily injury, death and property damage, three million dollars (\$3,000,000) for Products & Completed Operations Aggregate, two million dollars (\$2,000,000) for Personal & Advertising Injury each offence, and two million dollars (\$2,000,000) for Stop Gap / Employers Liability each accident. This insurance coverage shall contain no limitations on the scope of the protection provided and indicate on the certificate of insurance the following coverage:
 - i. Broad Form Property Damage with no employee exclusion;
 - ii. Personal Injury Liability, including extended bodily injury;
 - iii. Broad Form Contractual/Commercial Liability including completed operations (contractors only);
 - iv. Premises - Operations Liability (M&C);
 - v. Independent Contractors and Subcontractors; and
 - vi. Blanket Contractual Liability.

The County shall be named as an additional insured party under this policy.

The Contractor shall maintain coverage arising out of the Contractor's completed operations for at least three years following completion of the work described in the Scope of Services.

- c. Automobile Liability Insurance. The Contractor shall maintain a policy of Automobile Liability Insurance with a minimum limit per occurrence of \$1,000,000 for bodily injury and property damage, unless otherwise specified in the Special Provisions. This insurance shall contain the following coverage:
 - i. Owned automobiles;
 - ii. Hired automobiles; and,
 - iii. Non-owned automobiles.

The County shall be named as an additional insured party under this policy.

6. Requirements Applicable to All Insurance Policies.

- a. 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 County reserves the right to approve or reject the insurance provided, based upon the insurer's financial condition.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.
- k. Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Chapter 48.62 RCW shall be non-contributory with respect to any policy of insurance the Contractor must provide in order to comply with the Contract.
- l. If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of the Contract.
- m. The County may, upon the Contractor's failure to comply with all provisions of the Contract relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.
- n. Section 5 (Insurance Coverages Required) and this Section shall survive the expiration or termination of the Contract.
- 7. Compliance with Laws. The Contractor shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under the Contract. The Contract shall be interpreted and construed in accord with the laws of the State of Washington and venue shall be in Jefferson County, WA.
- 8. Indemnity. The Contractor shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of the Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that the Contract is subject to RCW 4.24.115, then, in the event of

liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. Claims against the County for which indemnity is provided include, but are not limited to claims 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. This section shall survive the expiration or termination of the Contract.

9. Contractor's Assumption of the Liability of its Employees. The Contractor specifically assumes potential liability for actions brought against the County by the Contractor's employees, including all other persons engaged in the performance of any work or service required of the Contractor under the Contract and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation. If the County incurs any costs to enforce this subsection, all cost and fees shall be recoverable from the Contractor. This section shall survive the expiration or termination of the Contract.
10. Disputes. The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of the Contract shall be submitted in writing within 10 days to County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under the Contract, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. Contractor hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County. The provisions of this section shall survive the expiration or termination of the Contract.
11. Independent Contractor. 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 the Contract 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.
12. Contract Bond or Statutory Retained Percentage. The County, at its option, may demand that the Contractor deliver to the County an executed Contract Bond as security for the faithful performance of the Contract and for payment of all obligations of the Contractor. For contracts of \$150,000 or less, the County and the Contractor may agree that in-lieu of the Contract Bond; the County shall withhold 10% of the contract amount in accordance with RCW 39.08.010. If

applicable, the Contractor shall indicate this option on Exhibit D. The Contractor shall declare a management option of the statutory retained percentage on Exhibit E.

13. No Oral Waiver. No term or provision of the Contract will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
14. Severability. Provided it does not result in a material change in the terms of the Contract, if any provision of the Contract or the application of the Contract to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of the Contract and the application of the Contract shall not be affected and shall be enforceable to the fullest extent permitted by law.
15. Survival. Those provisions of the Contract that by their sense and purpose should survive the term of the Contract shall survive the term of the Contract. Without limiting the generality of the preceding sentence, and for the avoidance of doubt, the provisions that survive the term of the Contract include: (a) controlling law; (b) insurance; and, (c) indemnification.
16. Subcontracting Requirements. Contractor is responsible for meeting all terms and conditions of the Contract including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of the Contract. Contractor assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor. Every subcontractor must agree in writing to follow every term of the Contract. Contractor must provide every subcontractor's written agreement to follow every term of the Contract before the subcontractor can perform any services under the Contract. The Public Works Director or their designee must approve any proposed subcontractors in writing. Any dispute arising between Contractor and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of County and without detrimental impact on Contractor's performance required by the Contract.
17. Covenant Against Contingent Fees. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract. For breach or violation of this warranty, County shall have the right to annul the Contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
18. Public Records Act. Notwithstanding the provisions of the Contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt

of any written public record request, Contractor shall, within two business days, notify County by providing a copy of the request per the notice provisions of the Contract.

19. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to County shall be sent to the following address:

Jefferson County Risk Management
P.O. Box 1220
Port Townsend, WA 98368

Notices to Contractor shall be sent to the following address:

Seton Construction, Inc. _____
4640 S. Discovery Rd. _____
Port Townsend, WA 98368 _____

20. Severability. Provided it does not result in a material change in the terms of the Contract, if any provision of the Contract or the application of the Contract to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of the Contract and the application the Contract shall not be affected and shall be enforceable to the fullest extent permitted by law.
21. Survival. Those provisions of the Contract that by their sense and purpose should survive the term of the Contract shall survive the term of the Contract. Without limiting the generality of the preceding sentence, and for the avoidance of doubt, the provisions that survive the term of the Contract include: (a) controlling law; (b) insurance; and, (c) indemnification.
22. Binding on Successors, Heirs and Assigns. The Contract shall be binding upon and inure to the benefit of the parties' successors in interest, heirs and assigns.
23. No Assignment. The Contractor shall not sell, assign, or transfer any of rights obtained by the Contract without the express written consent of the County.
24. No Third-party Beneficiaries. The parties do not intend, and nothing in the Contract shall be construed to mean, that any provision in the Contract is to benefit any person or entity who is not a party.
25. Modification of the Contract. The Contract may be amended or supplemented only by a writing signed by duly authorized representatives of all the parties.
26. Signature in Counterparts. The Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of the Contract at different times and places by the parties shall not affect the validity of the Contract, so long as all the parties execute a counterpart of the Contract.

27. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
28. Arms-Length Negotiations. The parties agree the Contract has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
29. Maintenance of Records. Each party shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either to perform the Contract. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to the Contract will be retained for six years after expiration of agreement. The Office of the State Auditor, federal auditors, the Jefferson County Auditor, and any persons duly authorized by the parties shall have full access and the right to examine these materials during this period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Records and other documents, in any medium, furnished by one party to the Contract to the other party, will remain the property of the furnishing party, unless otherwise agreed.
30. Attachments. Any document in the Contract identified as an attachment or exhibit is part of the Contract and is incorporated by reference into the Contract.
31. Reference to Sections in the Contract. Any reference to a section in the Contract is a reference to a section of the Contract, unless clearly stated to the contrary.
32. Representations and Warranties. The parties represent and warrant that:
- a. Each person signing the Contract is fully authorized to enter into the Contract on behalf of the party for whom signature is being made;
 - b. Each party that is a corporate entity is duly organized and validly existing in good standing under the laws of one of the states of the United States of America;
 - c. The making and performance of the Contract will violate no provision of law or of any party's articles of incorporation, charter, or by-laws;
 - d. Each corporate party has taken all necessary corporate and internal legal actions to duly approve the making and performance of the Contract and that no further corporate or other internal approval is necessary; and,
 - e. Each party has read the Contract in its entirety and know the contents of the Contract, that the terms are contractual and not merely recitals, and that they have signed the Contract, having obtained the advice of legal counsel.
33. Index of Exhibits. An index of exhibits to the Contract is below. Checking one of the boxes below means that such an exhibit is effective.

- ☒ Exhibit A: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- ☒ Exhibit B: Certification of Compliance with Wage Payment Statutes
- ☒ Exhibit C: Contract Bond, Jefferson County, Washington
- ☐ Exhibit D: Contractor's Declaration of Option for Contracts for Less Than \$150,000
- ☒ Exhibit E: Contractor's Declaration of Option for Management of Statutory Retained Percentage
- ☐ Exhibit F: Additional Requirements

(SIGNATURES FOLLOW ON THE NEXT PAGE)

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 28th, 20 25

Contractor:

Seton Construction, Inc.

(Please print)

By: BRUCE B. SETON, JR.
(Please print)

B. B. Seton Jr.
(Signature)

SETONCI1650A
State of Washington, Contractor Registration Number

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

Heather Dudley-Nollette, District 1 Date

Heidi Eisenhour, District 2 Date

Greg Brotherton, District 3 Date

Approved as to form only:

PRE-APPROVED CONTRACT FORM

Philip C. Hunsucker Date
Chief Civil Deputy Prosecutor

Monte Reinders, P.E. Date
Public Works Director/County Engineer

EXHIBIT A
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 the 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.

Seton Construction, Inc.

Name of Contractor (*Please print*)

BRUCE B. SETON, JR. - PRESIDENT

Name and Title of Authorized Representative (*Please print*)

Bruce B. Seton Jr.

Signature of Authorize Representative

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

EXHIBIT B

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

The undersigned bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date _____, the bidder is not a "willful" violator, as defined in RCW 49.48.082, or any of the provisions of Chapters 49.46, 49.48, or 49.52 RCW as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

Seton Construction, Inc.

Bidder's Business Name

Bruce B. Seton, Jr.

Signature of Authorized Official*

BRUCE B. SETON, JR.

Printed Name

PRESIDENT

Title

3/28/25

Date

PORT TOWNSEND

City

WA

State

Check One:

Sole Proprietorship

☐

Partnership

☐

Joint Venture

☐

Corporation

☒

State of Incorporation, or if not a corporation, State where business entity was formed:

WASHINGTON

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

EXHIBIT C
CONTRACT BOND – JEFFERSON COUNTY, WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

That Seton Construction, Inc., of Port Townsend, WA, as Principal, and Swiss Re Corporate Solutions America Insurance Corporation, as Surety, are jointly and severally held and bound unto the COUNTY OF JEFFERSON, the penal sum of Four Hundred Fourteen Thousand Four Hundred Thirty Two and No/100 dollars (\$ 414,432.00), 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 ____ day of _____, 2025, the said Seton Construction, Inc., Principal herein, executed a certain contract with the County of Jefferson, by the terms, conditions and provisions of which contract the said Seton Construction, Inc., Principal herewith, agrees to furnish all materials and do certain work, to-wit: That the said Principal herein shall undertake and complete the following described work:

Upper Hoh Road MP 9.8 - 9.9 Emergency Repair - County Project # 18021400

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 28th day of March, 2025.

Seton Construction, Inc.
 PRINCIPAL

By: B. B. Seton

Swiss Re Corporate Solutions America Insurance Corporation
 SURETY COMPANY

By: Joanne Reinkensmeyer

By: Joanne Reinkensmeyer
 Attorney-in-fact

Address of local office and agent of surety company:

Acrisure West
19401 40th Ave W #440
Lynnwood, WA 98036



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

THOMAS P. HENTSCHELL, BRADLEY A. ROBERTS, JOANNE REINKENSMAYER, KRISTIN JACKSON

DAPHNE ROBERTS, DANEILLE BRYANT, BAILEY BEACH, and YESENIA EVANS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation 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 binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory
David Satory, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gabriel Jacquez
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 13TH day of MARCH, 20 25

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 13TH day of MARCH, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M. Szweda
Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 28th day of March, 20 25.



Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

EXHIBIT E

**CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT
OF STATUTORY RETAINED PERCENTAGE**

- A. I hereby elect to have the retained percentage of the Contract held in a fund by the County until (30) days following final acceptance of the work.

Date _____ Signed _____

- B. I hereby elect to have the County deposit the retained percentage of the Contract in an interest bearing account, not subject to withdrawal until after final acceptance of the work.

Date _____ Signed _____

- C. I hereby elect to have the County invest the retained percentage of the Contract from time to time as such retained percentage accrues.

I hereby designate _____ as the repository for the escrow of said funds.

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

Date _____ Signed _____

- D. I hereby elect to provide a Retainage Bond in accordance with RCW 60.28.011.

Date 3/28/25 Signed B. B. Setai

RELEASE OF RETAINAGE BOND

Bond No. 2363958

KNOW ALL BY THESE PRESENTS, That we Seton Construction, Inc.

as Principal,

and Swiss Re Corporate Solutions America Insurance Corporation

a Corporation of the State of Missouri, lawfully doing business in the State of Washington,

as Surety, are held and firmly bound unto County of Jefferson

in the penal sum of

Twenty Thousand Seven Hundred Twenty-one Dollars And Sixty Cents Dollars (\$ 20,721.60),

for which sum well and truly to be paid said Principal and Surety bind themselves jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

Whereas: Under a contract dated _____ between the above principal and obligee, said principal has agreed to construct

Upper Hoh Road MP 9.8-9.9 Emergency Repair - County Project # 18021400

and

Whereas: The said obligee has agreed to a release of retainage bond in lieu of retainage as specified under said section of the above mentioned contract, and the principal has furnished a surety bond guaranteeing the satisfactory performance of said contract in accordance with its terms, agreements, covenants and conditions on his part to be observed.

Now, Therefore: The condition of this obligation is such that, if the principal shall make repayment to the Obligee, in any amount, of such released retainage, as appropriate under the terms and conditions of the contract, and shall well and truly perform and fulfill all the covenants and conditions of the aforesaid contract, then this obligation shall be null and void.

It is further provided that no action shall be instituted against this bond unless commenced, and process duly served within six (6) months after the completion date specified in the contract.

Signed, sealed and delivered this 28th day of March, 2025.

Seton Construction, Inc.

Principal

(Seal)

By: B. B. Seton



Swiss Re Corporate Solutions America Insurance Corporation

(Seal)

By: Joanne Reinkensmeyer

Joanne Reinkensmeyer, Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

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JOINTLY OR SEVERALLY

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"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation 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 binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory
David Satory, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gabriel Jacquez
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 13TH day of MARCH, 20 25

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

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Karen M. Szweda
Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 28th day of March, 20 25



Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2025

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 Kuresman Insurance 9307 Bay Shore Dr NW Ste 101 Silverdale WA 98383-8350		CONTACT NAME: Mark W Maberry PHONE (A/C, No, Ext): (360) 692-6131 FAX (A/C, No): (360) 692-6187 E-MAIL ADDRESS: markm@kuresmanins.com	
INSURED Seton Construction, Inc. 4640 S Discovery Rd Port Townsend WA 98368		INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Property Casualty Of Amer INSURER B: The Travelers Indemnity Company of Contr INSURER C: Westchester Surplus Lines Ins Co. INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2410413624 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	☒	☒	DT-CO-9S826132-TIL-24	10/30/2024	10/30/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY	☒	☒	810-9S822286-24-26-G	10/30/2024	10/30/2025	LOGGERS BROAD FORM \$ 1,000,000
	☒ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							BACEE \$
A	☒ UMBRELLA LIAB ☒ OCCUR			CUP-9S864505-24-26	10/30/2024	10/30/2025	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	☒ DED ☐ RETENTION \$ 10,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐	N/A	DT-CO-9S826132-TIL-24	10/30/2024	10/30/2025	☐ PER STATUTE ☒ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	CONTRACTORS POLLUTION			G71199265 007	10/30/2024	10/30/2025	PER OCCURRENCE \$2,000,000
							AGGREGATE \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WASHOUT UPPER HOH ROAD

CERTIFICATE HOLDER IS ADDITIONAL INSURED FOR GENERAL LIABILITY BY WRITTEN AGREEMENT PER CGD246.

INSURANCE IS PRIMARY AND NON CONTRIBUTORY WITH A WAIVER OF SUBROGATION BY WRITTEN AGREEMENT PER CGT100.

WAIVER OF SUBROGATION BY WRITTEN AGREEMENT PER CGD316.

CERTIFICATE HOLDER

CANCELLATION

JEFFERSON COUNTY DEPARTMENT OF PUBLIC WORKS 623 SHERIDAN STREET PORT TOWNSEND, WA 98368	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 Mark Maberry/MWM <i>Mark W. Maberry</i>

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COMMENTS/REMARKS

ADDITIONAL INSURED FOR COMPLETED OPERATIONS BY WRITTEN AGREEMENT PER CGD246.

ADDITIONAL INSURED WITH RESPECTS TO AUTO LIABILITY BY WRITTEN AGREEMENT PER CAT353.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

 d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured – Unnamed Subsidiaries
- B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability – Railroads
- F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or

- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II – Who Is An Insured**.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - The airbags are not covered under any warranty; and
 - The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.