

### CITY OF EVERETT, WASHINGTON ON-CALL CONTRACT #2023-004

THIS CONTRACT is dated and effective as of the date of the Mayor's signature below and is by and between the City of Everett, a Washington municipal corporation (the "City"), and the Contractor shown below in the Basic Provisions.

#### 1. <u>Basic Provisions</u>:

Solicitation Name	Overhead Door and Automatic Gate Repairs		
Brief Description of Work	Service calls for repairs, repairs to existing systems, and urgent repair services extending beyond scheduled or planned maintenance.		
Contractor	Highland Arms Enterprises LLC		
	14660 NE North Woodinville Way, Suite 100		
	Woodinville, WA 98072		
	skurskic@mydoorteam.com		
City Project Manager	Jenny Chang		
	City of Everett Procurement		
	2930 Wetmore Avenue, Suite 9E		
	Everett, WA 98201		
	bids@everettwa.gov		
Contract Documents	The following documents ("Contract Documents") are incorporated by reference and are hereby made a part of this Contract: this Contract document; Invitation for Quote and addenda thereto, including without limitation any Instructions, General Conditions, Specifications, Contractor Commitment and Information, Price Sheet, Certification of Compliance, Minority Business Certification, Contractor References, and any other document included in the Invitation to Quote; Work Orders; change orders; all provisions required by law, and the following document(s), if any:		
	N/A  Contractor's response to the solicitation is a Contract Document, but only to the extent it is responsive to the solicitation.		

Contractor Insurance Contact Information	Alliant Insurance Services LLC
	914-220-5826
	elong@alliant.com

- 2. The Work. In consideration of the sums to be paid to it by the City, the Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to complete all work as set forth in the Contract Documents. The Contract Documents are shown in the Basic Provisions. The work set forth in the Contract Documents is referred to herein as either the "Work" or the "Project." If there is any inconsistency in the parts of the Contract Documents, then the most stringent on the Contractor applies, unless the City's authorized representative determines otherwise in writing. The Work required in one part must be furnished even if not mentioned in other parts of the Contract. These parts complement each other in describing the complete Work. Any requirement in one part binds as if stated in all parts. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically. This Contract is an on-call contract under RCW 35.22.620(11), and the Contract Documents will be interpreted and applied so that the City and Contractor are in compliance with that statute.
- 2. <u>Contract Term.</u> In compliance with RCW 35.22.620(c), the term of this Contract is three (3) years starting on the Effective Date. The City has an option to extend the Contract Term by one (1) year. The City may exercise this option by deliver of a written notice no later than the end of the Contract Term.

#### 3. Work Orders.

- (a) Work Orders for Work. During the Contract Term, the City will issue work orders to the Contractor for items of Work. A work order will operate as notice to proceed only for the Work specified in the work order. The Contractor will not undertake any Work that is not specified in a work order. In addition to specifying the Work to be completed, a work order will state the amount to be paid for the Work specified in the work order, which will be based on the unit prices in Form 3.02 or as such unit prices may be adjusted elsewhere in the Contract Documents. A work order will state a reasonable number of days allowed for completion of the Work specified in the work order. Upon receipt of the work order, the Contractor will begin the Work specified in the work order and shall complete such Work within the number of days stated in the work order. If a purchase order is issued for Work under this Contract, it is only a Work Order. Such purchase order's pre-printed terms and conditions are not part of the Contract.
- (b) <u>Revised Work Orders</u>. After issuance of a work order for Work, the City reserves the right at any time to issue one or more revised work orders, changing the Work under that work order. Revised work orders may result in an increase or decrease in compensation paid to the Contractor or in the time allowed for the Contractor to do

- the Work. These changes will be shown in the revised work orders. Such changes shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the Work as changed by the revised work orders. The Contractor shall not proceed with a change to the Work without a revised work order or other written directive from the City.
- (c) No Guarantee by City as to Amount or Combination of Work. The City does not guarantee any specific amount of Work will be given to Contractor under this Contract. Issuance of work orders is at the City's sole discretion. The City reserves the right to issue no work orders at all. The City also does not guarantee that work orders will combine Work in ways that are advantageous to the Contractor. The City reserves the right to issue work orders on a piecemeal basis, issuing multiple work orders with single Work items. Such piecemealing does not affect the unit prices and does not affect the Contractor's obligation to complete the Work as set forth in such work orders.
- (d) <u>Unit Prices Fixed Regardless of Number of Units Ordered</u>. The line item unit prices in Form 3.02 are fixed regardless of the number of line items actually ordered by the City. Adjustments to unit prices are governed solely by Section 2.15, Pricing Adjustments. The estimated quantities of line items in Form 3.02 are only for bidding convenience and actual quantities ordered by the City may vary from such estimates.
- 4. <u>Compensation</u>. The basis for payment to the Contractor will be the actual amount of Work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein. Although the City will pay the Contractor for all Work completed in accordance with the Contract, this Contract guarantees no specific amount of Work, as the amount of Work under this Contract is dependent on the City issuance of work orders, which is at the City's sole discretion. In no event shall the total amount paid Contractor exceed the amounts calculated by the unit prices in Form 3.02 (or as such unit prices may be adjusted elsewhere in the Contract Documents) for completed Work. The City may, in its sole discretion, withhold amounts from payments otherwise due as offsets or back charges for expenses, damages, liquidated damages or costs for which the Contractor is liable for not to exceed 10% of the total amount of the contract. If the City chooses not to offset or deduct any such expenses, damages, liquidated damages or costs from one or more payments or return of retainage, the City does not waive its claim for such damages and hereby expressly reserves its right to assert a claim against the Contractor for such damages.
- 5. Withholding. Five percent (5%) of amounts due Contractor shall be retained and withheld to ensure to comply with RCW Chapter 60.28. Retained amounts shall only be released: (A) as required by law or (B) sixty (60) days after completion of all contract work if there are no claims against the retained funds. In addition to the amounts required by RCW 60.28 to be withheld from the progress or retained percentage payments to the Contractor, the City may, in its sole discretion, withhold any amounts sufficient to pay any claim against the Contractor of which the City may have knowledge and regardless of the informalities of notice of such claim arising out of the performance of this contract. The City may withhold the amount until either the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment

in favor of the claimant on such claim. The City shall not be liable for interest during the period the funds are so held.

- 6. <u>Compliance with Employment and Wage Laws</u>. Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid.
- 7. <u>Disadvantaged Business Enterprises</u>. Contractor agrees that the contractor shall actively solicit the employment of minority group members. Contractor further agrees that the contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the Contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section as part of the bid. As used in this section, the term "minority business" means a business at least fifty-one percent (51%) of which is owned by minority group members. Minority group members include, but are not limited to, African-Americans, Women, Native Americans, Asian/Pacific Islander-Americans, and Hispanic-Americans.
- 8. Indemnification. Except as otherwise provided in this section, the Contractor hereby agrees to save, hold harmless, defend, and indemnify the City, its officers, employees and agents from any and all loss, claims, demands, suits, damage, or liability of any kind whatsoever, whether or not reduced to judgment or arbitration award, in connection with, or arising out of, this Contract, or resulting from Contractor's (or its subcontractor's or supplier's) performance of, or failure to perform, its express and implied obligations under the Contract. Contractor shall pay any judgment that may be obtained against the City, its officers, employees, agents or third persons in such suit. The Contractor's obligations under this Section 8 shall not apply to loss, claims, demands, suits, damage, or liability caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular loss, claim, demand, suit, damage, or liability, and (2) such loss, claim, demand, suit, damage, or liability is caused by or results from the concurrent negligence of (a) the Contractor, its employees, subcontractors/subconsultants or agents and (b) the City or its agents or employees, then the Contractor's obligations under this Section 8 shall apply only to the extent allowed by RCW 4.24.115. The City shall give Contractor reasonable notice of such claim. The City retains the right to approve claims investigation and counsel assigned to said claim and all investigation and legal work regarding said claim shall be performed under a fiduciary relationship to the City.
- 9. <u>Insurance</u>. The Contractor shall purchase and maintain such insurance as set forth in the Contract Documents. Failure to maintain such insurance shall be a material breach of the Contract. City shall be entitled to damages for such a breach that include, but are not limited to, any loss (including, but not limited to, third party litigation expenses and professional fees) suffered by the City if the City is determined to be solely or concurrently negligent, and if the City suffers any loss or must pay or defend against any such claim, suit, demand or damage as a result of such breach.
- 10. <u>Waiver of Industrial Insurance Immunity</u>. Contractor waives any right of contribution against the City. It is agreed and mutually negotiated that in any and all claims against the City, its agents or employees, the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts any of them may be liable, the defense and indemnification obligations hereunder shall not be limited in any way by any limitation on the amount

of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under industrial worker's compensation acts, disability benefit acts, or other employees' benefit acts.

Contractor's and City's initials hereto indicate specific waiver of Contractor's industrial insurance immunity in order to fulfill this indemnity. Solely for the purpose of indemnification and defense as provided in this Contract, the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 RCW. The Contractor expressly acknowledges that this waiver of immunity under Title 51 RCW was the subject of mutual negotiation and was specifically entered into pursuant to the provisions of RCW 4.24.115.

- 11. <u>Repair of Damage</u>. The Contractor agrees to repair and replace all property of the City and all property of others damaged by it, its employees, subcontractors, suppliers and agents.
- 12. <u>Pre-Bid Inspection and Risk of Loss</u>. It is understood that the whole of the work under this Contract is to be done at the Contractor's risk and that: (1) prior to submitting its proposal or bid, it became familiar with the conditions of excavation, subsurface, backfill, materials, climatic conditions, location, traffic, and other contingencies that may affect the work and has made its bid or proposal accordingly and (2) that it assumes the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.
- 13. <u>Headings for Convenience Only</u>. The headings in this document are for convenience only, and shall not be used or considered to interpret or construe this document.
  - 14. <u>Effective Date</u>. This Contract is effective as of the date of the Mayor's signature.
- 15. <u>Counterparts/Signatures</u>. This Contract may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Contract may also be exchanged electronically and any electronic version of any party's signature or any electronic signature (including without limitation AdobeSign) shall be deemed to be an original signature for all purposes.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

#### IN WITNESS WHEREOF, the City and Contractor have executed this Contract.

## CITY OF EVERETT WASHINGTON

#### **HIGHLAND ARMS ENTERPRISES LLC**

	Kevin SprattSignature:
Cassie Franklin, Mayor	Name of Signer: Kevin Spratt
	Signer's Email Address: sprattk@mydoorteam.com
03/01/2024	Title of Signer: CEO
Date	<del></del>
ATTEST	
Marign	
Office of the City Clerk	

STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
EVERETT JULY 14, 2023

#### PAYMENT BOND

Bond No. 800155039	VICE DONE
Highland Arms Enterprises,	LLC
The City of Everett has awarded to DBA Precision Door Service designated as Overhead Door and Automatic Gate Repairs, Pro Principal is required under the terms of that Contract to furnish Washington (RCW) and (where applicable) 60.28 RCW.	ject No. 2023-004, in Everett, Washington (Contract), and said
The Principal, and Atlantic Specialty Insurance Company New York and licensed to do business in the S	(Surety), a corporation organized under the laws of the State of State of Washington as surety and named in the current list of "Surety"
Companies Acceptable in Federal Bonds" as published in the Fe Dept., are jointly and severally held and firmly bound to the Cit	ederal Register by the Audit Staff Bureau of Accounts, U.S. Treasury
Amount, subject to the provisions herein.	
assigns shall pay all persons in accordance with RCW Titles 39.0 subcontractors, and material suppliers, and all persons who sha supplies for the carrying on of such work, and all taxes incurred	
failure of the Principal, its heirs, executors, administrators, succ	f Everett against any claim of direct or indirect loss resulting from the cessors, or assigns (or the subcontractors or lower-tier subcontractor, lower-tier subcontractors material persons, and all persons who shaupplies for the carrying on of such work.
specifications accompanying the Contract, or to the work to be on this bond, except as provided herein and waives notice of a the Contract or the work performed. The Surety agrees that me	n of time, alteration, or addition to the terms of the Contract, the e performed under the Contract shall in any way affect its obligation ny change, extension of time, alteration or addition to the terms of odifications and changes to the terms and conditions of the Contract tomatically increase the obligation of the Surety on this bond, and
only be accepted if it is accompanied by a fully executed and o	d shall be signed by the parties' duly authorized officers. This bond w riginal power of attorney for the officer executing on behalf of the of Washington and subjected to the jurisdiction of the state of
PRINCIPAL Highland Arms Enterprises LLC, DBA Precision Door Service	SURETY Atlantic Specialty Insurance Company
Printed Name: Kevin Sprox	Printed Name:
Title: CEO	Title: Attorney in Fact
	Local Office/ Agent of Surety:
STANDARD ROND FORM	Local Officer Agent of Surety.
STANDARD BOND FORM  OFFICE OF THE CITY ATTORNEY	Name:_Alliant Insurance Services LLC
APPROVED AS TO FORM  APPROVED AS TO CITY CHARTER § 4.1	Address: 222 Bloomingdale Rd, White Plains NY 10605
	914-220-5826 Phone Number:
	Email: _ elong@alliant.com

#### **PERFORMANCE BOND**

Bond No.: 800155039		
Highland Arms Enterpris The City of Everett has awarded to <u>DBA Precision Door Ser</u> designated as Overhead Door and Automatic Gate Repairs, F Principal is required to furnish a bond for performance of all	vice (Principal), a contract for the construction of the proje Project No. 2023-004, in Everett, Washington (Contract), and s	
Companies Acceptable in Federal Bonds" as published in the Dept., are jointly and severally held and firmly bound to the	(Surety), a corporation organized under the laws of the See State of Washington as surety and named in the current list rederal Register by the Audit Staff Bureau of Accounts, U.S. To City of Everett in the sum of two hundred eighteen thousand see	of "Surety Freasury seven
hundred fifty six  Subject to the provisions herein.  US Dollars (S	\$ <u>218,756.00</u> ), which is the Required Bond A	mount,
This statutory performance bond shall become null and void successors, or assigns shall well and faithfully perform all of conditions of all duly authorized modifications, additions, an	I if and when the Principal, its heirs, executors, administrators, the Principal's obligations under the Contract and fulfill all the old changes to said Contract that may hereafter be made, at the bligations have not been fulfilled, this bond shall remain in full	e terms and e time and
	y of Everett against any claim of direct or indirect loss resulting successors, or assigns (or any of the employees, subcontractor e Contract.	
specifications accompanying the Contract, or to the work to on this bond, and waives notice of any change, extension of performed. The Surety agrees that modifications and change	ion of time, alteration, or addition to the terms of the Contract be performed under the Contract shall in any way affect its of time, alteration or addition to the terms of the Contract or the es to the terms and conditions of the Contract that increase the the obligation of the Surety on this bond, and notice to Suret	bligation e work he total
only be accepted if it is accompanied by a fully executed and	and shall be signed by the parties' duly authorized officers. Th d original power of attorney for the officer executing on behal ate of Washington and subjected to the jurisdiction of the stat	lf of the
PRINCIPAL Highland Arms Enterprises, LLC DBA Precision Door Service	SURETY Atlantic Specialty Insurance Company	
Printed Name: KEVIN SPRATT	Printed Name: Eamonn T. Long	3
Title: CEO	Title: Attorney in Fact	73
	Local Office/ Agent of Surety:	
STANDARD BOND FORM	Name: Alliant Insurance Services LLC	
OFFICE OF THE CITY ATTORNEY  APPROVED AS TO FORM  APPROVED AS TO CITY CHARTER § 4.1	Address: 222 Bloomingdale Rd White Plains NY 10605	
ATTRICTED NO TO CONTROL OF THE	Phone Number: <u>914-220-5826</u>	
	Email: elong@alliant.com	



#### **Atlantic Specialty Insurance Company**

Period Ended 12/31/2022

Dollars displayed in thousands

Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 2,216,201	Loss Reserves	\$ 1,093,968
Preferred Stocks		Loss Adjustment Expense Reserves	347,884
Common Stocks	752,567	Total Loss & LAE Reserves	1,441,852
Mortgage Loans			
Real Estate		Uneamed Premium Reserve	735,813
Contract Loans		Total Reinsurance Liabilities	42,785
Derivatives		Commissions, Other Expenses, and Taxes due	68,767
Cash, Cash Equivalents & Short Term Investments	306,498	Derivatives	
Other Investments	20,805	Payable to Parent, Subs or Affiliates	
Total Cash & Investments	3,298,071	All Other Liabilities	632,508
Premiums and Considerations Due	332,718	Total Liabilities	2,921,725
Reinsurance Recoverable	39,231		
Receivable from Parent, Subsidiary or Affiliates	2,250	Capital and Surplus	
All Other Admitted Assets	79,777	Common Capital Stock	9,001
All Other Admitted Associa	Non-quantitativita	Preferred Capital Stock	
Total Admitted Assets	3,750,047	Surplus Notes	
Total Planting	monthly in processor community on a	Unassigned Surplus	174,558
		Other Including Gross Contributed	644,763
		Capital & Surplus	828,322
		Total Liabilities and C&S	3,750,047

#### State of Minnesota County of Hennepin

I, Kara L.B. Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2022, according to the best of my information, knowledge and belief.

Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 16th day of March, 2023. Ken luchers
Notary Public





#### **Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Eamonn T. Long, Brenda L. Patterson, Jeri Russell, Victoria L. Ernest, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

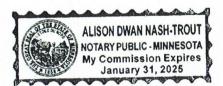
SEAL OF 1986 OF WARMEN

By

Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 16th day of February , 2024.

This Power of Attorney expires January 31, 2025



Kain / Barn

Kara L.B. Barrow, Secretary



#### **Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Eamonn T. Long, Brenda L. Patterson, Jeri Russell, Victoria L. Ernest, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

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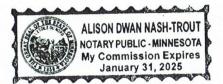
Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

STATE OF MINNESOTA HENNEPIN COUNTY Ву

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 16th day of February , 2024.

This Power of Attorney expires January 31, 2025

CORPORATE OF SEAL 1986 OF SEAL

Kara L.B. Barrow, Secretary

# 2023-004 Overhead Door and Automatic Gate Repairs\_022324\_SD

Final Audit Report 2024-03-01

Created: 2024-03-01

By: Marista Jorve (mjorve@everettwa.gov)

Status: Signed

Transaction ID: CBJCHBCAABAA0vfgWL\_9TFk7SLCnWy2pTB9G6HivT51w

## "2023-004 Overhead Door and Automatic Gate Repairs\_022324 \_SD" History

- Document created by Marista Jorve (mjorve@everettwa.gov) 2024-03-01 0:15:17 AM GMT
- Document emailed to Jenny Chang (JCHANG@EVERETTWA.GOV) for approval 2024-03-01 0:15:46 AM GMT
- Email viewed by Jenny Chang (JCHANG@EVERETTWA.GOV)
  2024-03-01 0:18:02 AM GMT
- Document approved by Jenny Chang (JCHANG@EVERETTWA.GOV)

  Approval Date: 2024-03-01 0:18:30 AM GMT Time Source: server
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- Signer sprattk@mydoorteam.com entered name at signing as Kevin Spratt 2024-03-01 1:12:18 AM GMT
- Document e-signed by Kevin Spratt (sprattk@mydoorteam.com)
  Signature Date: 2024-03-01 1:12:20 AM GMT Time Source: server
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  2024-03-01 1:44:32 AM GMT



- Document approved by Tim Benedict (TBenedict@everettwa.gov)
  - Approval Date: 2024-03-01 11:15:44 AM GMT Time Source: server
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- Email viewed by Cassie Franklin (cfranklin@everettwa.gov) 2024-03-01 3:27:04 PM GMT
- Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)
  Signature Date: 2024-03-01 3:27:13 PM GMT Time Source: server
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