

CONTRACT

THIS Agreement, made effective as of the 11 day of Dec, 2012, between

CITY OF FIFE, WASHINGTON ("OWNER")
5411 23rd Street East
Fife, WA 98424

Contact:

Tel:

Fax:

and

CCT Construction, Inc ("CONTRACTOR")

Contact: Craig Shipman Tel: 253-232-6062 Fax: 253-326-5051

Tax Id No.: 27-2365900

for the following Project:

15th Street E Sewer Extension ("PROJECT")

The Owner and Contractor agree as follows:

1. **Contract Documents.** The Contractor shall complete the Project in accordance with the Contract Documents. The Contract Documents consist of the following in order of precedence:
 - a. Addenda
 - b. Contract Form
 - c. Proposal Form
 - d. Special Provisions
 - e. Contract Plans
 - f. 2012 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, except Sections 1-02.1, 1-02.2, 1-04.2, 1-08.9, 1-08.10(1) – (4), 1-09.11, and 1-09.13.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project by the Contractor. These Contract Documents complement each other in describing a complete work. Any requirement in one document binds as if stated in all. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically. If any part of the contract requires work that does not include a description of how the work will be performed, the work shall be performed in accordance with standard trade practices.

1.

2. Date of Commencement and Physical Completion Date. The Contractor shall physically complete the Project within 20 **working days** from receipt of the Notice to Proceed.

3. Contract Sum. Subject to additions and deductions by change order, the contract sum is the bid amount of \$201,529.75, including applicable tax. The contract sum shall include all items and services necessary for the proper execution and completion of the Project.

4. Liquidated Damages. Timely performance and completion of the Project is essential to Owner and time limits are of the essence. In the event Contractor fails to physically complete the work in 20 working days, plus any authorized extensions thereof, the Contractor shall pay Owner liquidated damages of \$1000.00 for each calendar day of delay in completion of the Project. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire contract.

5. Changes. After execution of the Contract, changes in the Project may be accomplished by change order. Owner, without invalidating the Contract, may order changes in the Project within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract completion date being adjusted accordingly. Change orders shall be in writing signed by the parties.

6. Payment and Performance Bond. Contractor shall make, execute, and deliver a good and sufficient bond equal to the amount of the full contract price with a surety company as surety, conditioned that Contractor shall faithfully perform all the provisions of this contract and pay all laborers, mechanics, and subcontractors and material men and all persons who supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, in the form included in the bid documents. This bond shall be filed with the Owner. The surety must agree to be bound by the laws of the State of Washington and subject to the jurisdiction of the State of Washington.

7. Permits, Fees, Notices, and Compliance with Laws.

7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits, fees, licenses and inspections by governmental agencies necessary for the proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

7.2 Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules, and regulations, and lawful orders of public authorities applicable to performance of the Work.

7.3 Contractor shall obtain a City of Fife business license pursuant to the provisions of Chapter 5.01 FMC prior to receipt of written Notice to Proceed.

8. Trench Excavation Safety. Contractor shall provide adequate safety systems for trench excavation that meets all requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW.

9. Termination of Contract. This Contract may be terminated by Owner at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to Owner resulting from such

default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by Owner in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by Owner by reason of such default.

10. Warranty Contractor warrants that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required and permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract. The Contractor further agrees to correct any defects in materials, workmanship, or installation of the Work which shall develop or be discovered within one (1) year after final acceptance of the Work.

11. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold Owner, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of Owner. Should a court of competent jurisdiction determine that this Agreement 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 Owner, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

12. Independent Contractor. Contractor is and shall be at all times during the term of this Agreement an independent contractor.

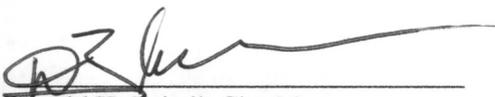
13. Disputes. Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

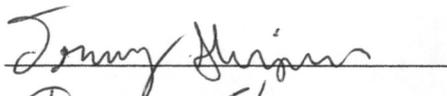
14. Attorneys Fees. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys fees from the other party.

15. Extent of Agreement/Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

OWNER:
CITY OF FIFE

CONTRACTOR:

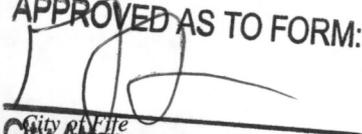
By: 
David K. Zabell, City Manager

By: 
Name: Tommy Shipman
Title: President

Date: _____

Date: 12/11/12

APPROVED AS TO FORM:


City of Fife
City Attorney
Power Extension
Contract Documents

LD-19

KPG #12008W5

November, 2012



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/7/2012

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 9321 Bayshore Dr. NW STE 111 Silverdale WA 98383-8350	CONTACT NAME: Trina Maher PHONE (A/C, No. Ext): (360) 692-6131 FAX (A/C, No): (360) 692-6187 E-MAIL ADDRESS: trinam@kuresmanins.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A</td> <td>OHIO SECURITY INS CO</td> <td>24082</td> </tr> <tr> <td>INSURER B</td> <td>MUTUAL OF ENUMCLAW</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	OHIO SECURITY INS CO	24082	INSURER B	MUTUAL OF ENUMCLAW		INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER F:																					
INSURED CCT CONSTRUCTION, INC PO Box 1307 Sumner WA 98390																					

COVERAGES **CERTIFICATE NUMBER:** CL1292802444 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			BKS54470594	9/23/2012	9/23/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 15,000
	<input checked="" type="checkbox"/> WA STOP GAP						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY			BAP0001921	9/23/2012	9/23/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			BKS54470594	9/23/2012	9/23/2013	WC STATUTORY LIMITS	<input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: 15TH STREET E SEWER EXTENSION. CITY OF FIFE IS LISTED AS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER CITY OF FIFE 5411 23RD ST E FIFE, WA 98424	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE JOHN CRISS/TRINA 
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PERFORMANCE & PAYMENT BOND WITH GUARANTY

Name of Project: **15th Street E Sewer Extension**

Contractor (Principal) CCT CONSTRUCTION INC.

Project/Contract # 15th Street E Sewer Extension

Surety LEXON INSURANCE COMPANY

Bond Amount \$ 201,529.75

Bond # 9815690

1. Date and Parties

This performance and payment bond with guaranty is dated, for reference purposes only, the 14th day of DECEMBER, 2012 and is executed by CCT CONSTRUCTION INC. as Principal(s), and LEXON INSURANCE COMPANY, as Surety.

2. General Recitals

A. Principal has entered into a public works contract (the "Contract") with the City of Fife for certain work described as follows:

15th Street E Sewer Extension

(the "Work").

B. This bond is furnished in accordance with RCW 39.08 to secure faithful performance of the Contract and payment of all persons covered under RCW 39.08.010.

3. Bond Amount

The Principal and the Surety agree and do jointly and severally bind themselves, their heirs, executors, administrators, and assigns, unto the City in the sum of TWO HUNDRED AND ONE THOUSAND FIVE HUNDRED TWENTY NINE DOLLARS AND 75 CENTS (\$201,529.75)

4. Agreement to Perform

A. Principal, his or its heirs, executors, administrators, successors, or assigns, shall abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of the Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified.

B. Principal shall pay all laborers, mechanics, and subcontractors and material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work.

C. The Principal further agrees to correct any defects in materials, workmanship, or installation of the Work which shall develop or be discovered within one (1) year after final acceptance of the Work.

5. Indemnity Agreement

A. The Principal hereby agrees to indemnify and hold the City harmless from any and all claims that may be made against the City resulting directly or indirectly from any action or inaction of the Principal or his agents, employees or independent contractors relating directly or indirectly to work performed or to be performed under the terms of this agreement. This indemnity and hold harmless shall include City Costs related to defending against said claims, or in enforcing the terms of this agreement.

B. For purposes of this document, the term "City Costs" shall mean all City expenditures, obligations or debt incurred, including, but not limited to: construction, labor, equipment and material costs; City staff time; legal consultant fees; engineering consultant fees; financial consultant fees; publication, service or process and filing fees; mailing fees; cost of right-of way, real property and easement acquisition; and fees and costs to other governmental jurisdictions, that are made or incurred by the City, whether or not legal action is commenced.

6. Obligation of Surety

A. If the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) fails to abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, or fails to faithfully perform any of the provisions of the Contract or fails to well and truly perform and fulfill any of the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, then the Surety shall be liable to the City for City Costs resulting from said failure to perform, but not to exceed the Bond amount.

B. If the Principal (or any subcontractors or lower tier subcontractors of the Principal) fails to pay any laborers, mechanics, or subcontractors or material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work, then the Surety shall be liable to the City for City Costs resulting from such failure to pay and to the persons covered by RCW 39.08.010, but not to exceed the Bond amount.

C. If the Principal fails to correct any defects in materials, workmanship, or installation of the Work which shall develop or be discovered within one (1) year after final acceptance of the Work, then the Surety shall be liable to the City for City Costs resulting from such failure, but not to exceed one tenth of the Bond amount.

D. The Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or the Work or to the specifications.

E. The Surety agrees that modifications and changes may be made in the terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid to the Principal shall automatically increase the obligation of the Surety on this Bond in a like amount. However, such increase shall not exceed twenty-five percent (25%) of the original amount of this Bond without the consent of the Surety.

7. Address for Notices

All notices required hereunder shall be considered properly delivered when personally delivered, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested, to:

Principal:	Surety:
CCT CONSTRUCTION INC.	LEXON INSURANCE COMPANY
Name 22308 SR 410 E	Name 155 NE 100TH ST, SUITE 201
Street address	Street address
BONNEY LAKE, WA 98391	SEATTLE, WA 98125
City, State and zip code	City, state and zip code (206) 281-8456
Facsimile number	Facsimile number

8. Default

A. If the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) fails to faithfully, fully, and timely perform the Contract or any amendments thereto as required hereunder, or fails to pay any laborers, mechanics, or subcontractors or material suppliers, or any persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work, then the City shall notify the Principal and the Surety that such failures must be cured to the satisfaction of the City Public Works Department within seven days from the date of the Notice, or such longer time as may be determined by the City Public Works Director. If the failures are not so cured and approved within the period stated in the notice then the Surety, upon written demand by the City, shall immediately tender to the City the full amount of the Bond (less any amount previously paid to claimants in accordance with RCW 39.08) and the City will complete the Work and/or make the payments, as the case may be, deduct from the amount tendered the City Costs, and refund the remainder, if any, to the Surety.

B. If the Principal fails to correct any defects in materials, workmanship, or installation of the Work, as required hereunder, then the City shall notify the Principal and Surety that the Work must be corrected to the satisfaction of the City Public Works Department within seven days from the date of the Notice, or such longer time as may be determined by the City Public Works Director. If the Work is not corrected and approved within the period stated in the notice, then the Surety, upon written demand by the City, shall immediately tender to the City one tenth of the Bond amount (or the total amount remaining on the Bond whichever is less), and the City will correct the Work, and deduct from the amount tendered the City Costs. The

City shall retain the remainder until the end of the warranty period. If at the end of the warranty period the tendered monies have not been expended for City Costs associated with correction of Work, then the remaining amount shall be refunded to the Surety.

C. If the amount of the Bond is inadequate to pay for City Costs, either because the City Costs exceed the Bond amounts or the Surety is no longer solvent or fails to timely tender the appropriate amount, then the City shall forthwith notify the Principal and he shall tender the deficiency to the City within five days of said notification. If the City commences legal action to collect said deficiency then the prevailing party in said legal action shall be entitled to judgment for their reasonable costs and attorney fees incurred therein. Each Principal is jointly and severally liable for the obligations set forth herein.

9. Action by Claimants.

A. All such persons mentioned in RCW 39.08.010 shall have a right of action in his, her, or their own name or names on the Bond for work done by such laborers or mechanics, and for materials furnished or provisions and goods supplied and furnished in the prosecution of the Work: PROVIDED. That such persons shall not have any right of action on this Bond for any sum whatever, unless within thirty days from and after the completion of the Contract with an acceptance of the Work by the City Council, the laborer, mechanic or subcontractor, or material supplier, or person claiming to have supplied materials, provisions or goods for the prosecution of such Work, shall present to and file with the City a notice in writing in accordance with RCW 39.08.030.

B. Every person, firm or corporation furnishing materials, supplies or provisions to be used in the construction, performance, carrying on, prosecution or doing of any of the Work, shall, not later than ten days after the date of the first delivery of such materials, supplies or provisions to any subcontractor or agent of any person, firm or corporation having a subcontract for the construction, performance, carrying on, prosecution or doing of such Work, deliver or mail to the Principal a notice in writing stating in substance and effect that such person, firm or corporation has commenced to deliver materials, supplies or provisions for use thereon, with the name of the subcontractor or agent ordering or to whom the same is furnished and that the Principal and the Bond will be held for the payment of the same, and no suit or action shall be maintained in any court against the Principal or this Bond to recover for such material, supplies or provisions or any part thereof unless the provisions of this section and RCW 39.08.065 have been complied with.

10. Modification.

This document cannot be modified, nor the obligations created hereunder terminated, without the City's express written consent.

11. Governing Law--Venue.

Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

PRINCIPAL:

SURETY:

CCT CONSTRUCTION INC.

LEXON INSURANCE COMPANY

By: [Signature]
Title Pres

By: [Signature]
Title JOHN F. CRISS, ATTORNEY-IN-FACT



PRINCIPAL:

CCT CONSTRUCTION INC.

Accepted by the City this ____ day of

By: _____

_____, 20__.

Title _____

By: _____

Title _____

[Power of Attorney must be attached to Bond]

**POWER OF ATTORNEY
LEXON INSURANCE COMPANY**

9815690

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation with its principal office in Louisville, Kentucky, does hereby constitute and appoint: JOHN F. CRISS, its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, and as its act and deed a PERFORMANCE & PAYMENT BOND under bond or undertaking number 9815690 issued on behalf of CCT CONSTRUCTION INC. as principal in the penal sum of \$ 201,529.75.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on this 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 201,529.75, which the Company might execute through its duly elected officers, and affix the seal of the Company hereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

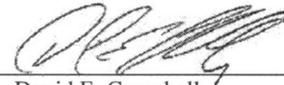
Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice-President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.



LEXON INSURANCE COMPANY

BY _____


David E. Campbell
President

ACKNOWLEDGEMENT

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument, that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



CERTIFICATE

Lynne F. Flesce
Notary Public

I, the undersigned, Secretary of **LEXON INSURANCE COMPANY**, A Texas Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Louisville, Kentucky this 14th Day of DECEMBER, 2012.

Philip Gregory Lauer
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/7/2012

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.

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PRODUCER Kuresman Insurance 9321 Bayshore Dr. NW STE 111 Silverdale WA 98383-8350	CONTACT NAME: Trina Maher	
	PHONE (A/C, No, Ext): (360) 692-6131	FAX (A/C, No): (360) 692-6187
E-MAIL ADDRESS: trinam@kuresmanins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: OHIO SECURITY INS CO		24082
INSURER B: MUTUAL OF ENUMCLAW		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED CCT CONSTRUCTION, INC PO Box 1307 Sumner WA 98390
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COVERAGES CERTIFICATE NUMBER: **CL1292802444** REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			BKS54470594	9/23/2012	9/23/2013	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 15,000			
	<input checked="" type="checkbox"/> WA STOP GAP						PERSONAL & ADV INJURY \$ 1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC									PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			BAP0001921	9/23/2012	9/23/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$			
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$			
	UMBRELLA LIAB						EACH OCCURRENCE \$			
	EXCESS LIAB						AGGREGATE \$			
	DED						RETENTION \$			
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			BKS54470594	9/23/2012	9/23/2013	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				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			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: 15TH STREET E SEWER EXTENSION. CITY OF FIFE IS LISTED AS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER CITY OF FIFE 5411 23RD ST E FIFE, WA 98424	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE JOHN CRISS/TRINA <i>John Criss</i>