

CONTRACT

THIS AGREEMENT, made in four copies, each of which shall be deemed an original, and entered into this 4th day of September, 2013 by and between the City of Fife, hereinafter called the "Owner" and Miles Resources, LLC, hereinafter called the "Contractor."

WITNESSETH:

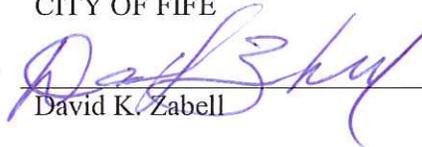
In consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

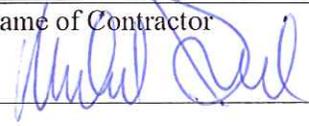
1. The Contractor shall do all work; furnish all tools, materials, and equipment; and complete the construction of the **54th Ave East Preservation** hereinafter referred to as the "Project." The work shall be commenced and completed in accordance with and as described in the Contract Documents, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the Project provided under this Contract and every part thereof, for the sum of Nine Hundred Twenty-Seven Thousand One Hundred Twenty-Six Dollars and Seventy Cents (\$927,126.70) in accordance with the Contract Documents.
2. The Contractor agrees to begin the work on the Project as described in the Contract Documents on the date established in the Notice to Proceed given to the Contractor by the City. The Contractor further agrees to carry on such work regularly and without interruption thereafter (unless the City shall otherwise specifically direct, in writing,) with such force as to secure its completion within time restriction listed under Section 1-08.5 of the Special Provisions after such notice to begin work; the time of beginning, rate of progress, and time of completion being essential conditions of the Contract.
3. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract and every part thereof, except as otherwise provided in the Contract Documents and Specifications to be furnished by the City of Fife.
4. The term "Contract Documents" means and includes the following:
 - A. Advertisement for Bids
 - B. Proposal
 - C. Bid Bond
 - D. Contract
 - E. Required Contract Provisions Federal-Aid Construction Contracts FHWA-1273-Revised May 1, 2012
 - F. Amendments to the Standard Specifications
 - G. Noncollusion Affidavit
 - H. Special Provisions
 - I. Equal Employment Opportunity Requirements

- J. Performance Bond
- K. Notice to Award
- L. Notice to Proceed
- M. Change Order(s)
- N. Drawings prepared by WHPacific, Inc.
- O. Addenda No. 1 and 2 dated 7/30/2013 and 8/2/, 2013.
- P. WSDOT/APWA 2012 *Standard Specifications for Road, Bridge and Municipal Construction.*
- Q. *Manual on Uniform Traffic Control Devices (MUTCD).*

5. The Owner agrees to pay to the Contractor in the manner and at such times as set forth in the Standard Specifications, Section 1-09, such amounts as required by the Contract Documents.
6. The Contractor for himself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all of the covenants herein upon the part of the Contractor.
7. It is further agreed that no liability shall attach to the City of Fife by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

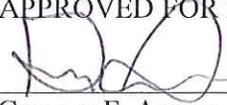
CITY OF FIFE
 By 
 David K. Zabell
 Its City Manager

CONTRACTOR
 By Miles Resources, LLC
 Name of Contractor
 By 
 Its Operations Manager

ATTEST:

 for Carol Etgen, City Clerk

CONTRACTOR'S ADDRESS AND PHONE:
400 Valley Ave NE
Puyallup, WA 98372
(253) 383-3585

APPROVED FOR FORM:

 Gregory F. Amann, Asst. City Attorney

PERFORMANCE BOND

Bond No. 023026097

The [City of Fife or _____ County], Washington ([City or County]) has awarded to Miles Resources, LLC (Principal) a contract for the construction of the project designated as 54th Ave East Preservation, Project No. STPUL-3149(004) in [location], Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and Liberty Mutual Insurance Company (Surety), a corporation, organized under the laws of the State of Massachusetts and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the [City or County], in the sum of * US Dollars (\$ *) Total Contract Amount, subject to the provisions herein.

*Nine Hundred Twenty Seven Thousand One Hundred Twenty Six and 70/100THS (\$927,126.70)

This statutory performance bond shall become null and void, if and when the Principal, Its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL
[Signature] 8/20/13
Principal Signature Date
Michael Tollkuehn 8/20/13
Printed Name Date
Operations Manager 8/20/13
Title Date

SURETY
[Signature]
Surety Signature Date
Jennifer L. Snyder 8/20/2013
Printed Name Date
Attorney-in-Fact 8/20/2013
Title Date

Name, address, and telephone of local office/agent of Surety Company is:

Propel Insurance
PO Box 2940
Tacoma, WA 98401
(253) 759-2200

Approved as to form:

[Signature] 8-27-13
[City or County] Attorney, [City of Fife or _____ County] Date

PUBLIC WORKS PAYMENT BOND

to [City of Fife or County], WA

Bond No. 023026097

The [City of Fife or County], Washington ((City or County)) has awarded to Miles Resources, LLC (Principal), a contract for the construction of the project designated as,*Project No. STPUL-3149(004), in [location], Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW. *54th Ave East Preservation

The Principal, and Liberty Mutual Insurance Company (Surety), a corporation organized under the laws of the State of Massachusetts and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable In Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the [City or County], In the sum of Nine Hundred Twenty Seven Thousand One Hundred** US Dollars (\$ 927,126.70) Total Contract Amount, subject to the provisions herein. **Twenty Six and 70/100THS

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons In accordance with RCW 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and ail taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain In full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall In any way affect Its obligation on this bond, and waives notice of any changes, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL

Principal Signature Date

Printed Name Date

Title

SURETY

Surety Signature Date

Jennifer L. Snyder 8/20/2013

Printed Name Date

Attorney-in-Fact 8/20/2013

Title

Name, address, and telephone of local office/agent of Surety Company is:

Propel Insurance
PO Box 2940
Tacoma, WA 98401
(253) 759-2200

Approved as to form:

[City or County] Attorney, [City of Fife or County]

8/20/13

Date

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6199489

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne E. Strieby; Barbara A. Johnson; Brent E. Heilesen; Christopher Kinyon; Diane M. Harding; Eric A. Zimmerman; Jake Oja; James B. Binder; Jamie Diemer; Jeffrey L. Zimmerman; Jennifer L. Snyder; Julie R. Truitt; Karen Swanson; Kathy L. Patton; Kellie Hogan; Kristine A. Lawrence; Lisa M. Anderson; Mitchell R. Smee; Peggy A. Firth; Peter J. Comfort; Phylis C. Robison; Sandra J. Kulseth; Wynntrene Mace

all of the city of Tacoma, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of July, 2013.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 10th day of July, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20 day of August, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.