

# CONSTRUCTION CONTRACT FOR KOOTENAI COUNTY FAIRGROUNDS MODULAR OFFICE SITE PROJECT

**THIS AGREEMENT IS MADE:**

Between the OWNER: KOOTENAI COUNTY

And the CONTRACTOR: STEWART CONTRACTING

For the following project: FAIRGROUNDS MODULAR OFFICE SITE

**THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:**

## SECTION 1 THE CONTRACT DOCUMENTS

- 1.1 CONTRACTOR shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of:
- 1.1.1 This Agreement signed by the OWNER and CONTRACTOR;
  - 1.1.2 The Drawings and Specifications dated and enumerated as follows:
    - 1.1.2.1 Drawings:
      - Sheets A1 through ECD2
    - 1.1.2.2 Specifications:
      - Idaho Standards for Public Works Construction, 2020 Edition (ISPWC) including Division 100 Standard General Conditions and
      - Supplementary General Conditions
      - Special Provisions
        - SP-1 Administrative Requirements
        - SP-2 Quality Assurance/Quality Control
        - SP-3 Submittal Procedures
    - 1.1.2.3 Addenda 1 through 3
  - 1.1.3 Written change orders or orders for minor changes in the Work issued after execution of this Agreement; and

## SECTION 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE

- 2.1 The date of commencement shall be within 10 days of the issuance of a Notice to Proceed.

2.2 The number of days within which, or the dates by which, the Work is to be Substantially Completed and (b) also completed and ready for final payment, subject to adjustment by Change Order, are set forth as follows:

Contract Days: 45 working days

Begin Winter Contract Time Suspension Date: November 14th

End Winter Contract Time Suspension Date: When pavement plants re-open or no later than April 10th.

2.3 Liquidated Damages: Contractor and COUNTY recognize that time is of the essence of this Agreement and that COUNTY will suffer financial loss if the Work is not completed within the times specified in Paragraph Contract Times above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expenses, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by COUNTY if the Work is not completed on time. Accordingly, instead of requiring any such proof, COUNTY and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay COUNTY Five Hundred Dollars (\$500.00) for each day that expires after the time specified herein for Substantial Completion until the Work is substantially complete.

### SECTION 3 CONTRACT SUM

3.1 Subject to additions and deductions by Change Order, the Contract Sum is:

**\$183,000.00.**

3.2 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. The unit prices listed in this subsection shall determine the value of extra work or changes in the work, as applicable. They shall be considered complete and shall include all material and equipment, labor, installation costs, overhead and profit. Unit prices shall be used uniformly for additions or deductions.

a: Base Bid – Fairgrounds Modular Office Site \$183,000.00

### SECTION 4 PAYMENT

4.1 Based on CONTRACTOR'S Application for Payment, OWNER shall pay CONTRACTOR as follows:

4.1.1 CONTRACTOR shall allow up to seven (7) calendar days for review of the request by OWNER and up to fourteen (14) calendar days for issuance of payment.

4.1.2 OWNER shall complete progress payments within 21 calendar days after receipt of an Application for Payment.

## SECTION 5 INSURANCE

**5.1** CONTRACTOR shall provide insurance as follows:

- 5.1.1** CONTRACTOR agrees to obtain and keep in force during its acts under this Agreement a comprehensive contractor's liability insurance policy in the minimum amount of \$1,000,000/property damage and \$1,000,000/personal injury, which shall name and protect CONTRACTOR, all CONTRACTOR's employees, OWNER, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts or omissions of CONTRACTOR.
- 5.1.2** CONTRACTOR shall maintain in full force and effect workers' compensation insurance for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to OWNER of such coverage or that such workers' compensation insurance is not required under the circumstances.
- 5.1.3** CONTRACTOR shall require its insurer to notify OWNER ten (10) days prior to cancellation of any policy referenced in this section.
- 5.1.4** CONTRACTOR shall provide certificates of insurance showing that it has obtained the coverages required pursuant to this section prior to commencement of the Work.

## SECTION 6 OTHER TERMS AND CONDITIONS

- 6.1** The parties agree that CONTRACTOR is the independent contractor of OWNER and in no way an employee or agent of OWNER, and is not entitled to workers' compensation or any benefit of employment with OWNER. OWNER shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. OWNER shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.
- 6.2** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.
- 6.3** CONTRACTOR agrees to indemnify, defend, and hold harmless OWNER, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representatives under this Agreement.

- 6.4 CONTRACTOR agrees to comply with all federal, state, county, city, and local laws, rules and regulations.
- 6.5 This Agreement contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Agreement, are valid or binding.
- 6.6 This Agreement may not be enlarged, altered, modified or amended except upon proper execution of a Change Order or other written agreement signed by both parties hereto. Contractor may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of Kootenai County, which shall not be unreasonably withheld.
- 6.7 This Agreement shall be governed by and interpreted under the laws of the State of Idaho. Venue for any dispute arising under this Agreement shall be in Kootenai County, Idaho.
- 6.8 Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.
- 6.9 Terms used in this agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.
- 6.10 Successors and Assigns: County and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 6.11 Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Contractor, who agree the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 6.12 Assignment: Contractor may not subcontract or assign its rights or duties, including the right to compensation, arising hereunder without the prior written consent of the County.
- 6.13 Work Status: Contractor shall be responsible for providing verification of lawful work status for all of its employees, and for all employees of all subcontractors.
- 6.14 Prohibition on Discrimination: Contractor and Contractor's subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, or national origin. Such action shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies for non-discrimination.

- 6.15 Drug-Free Workplace: Contractor shall submit an affidavit certifying compliance with Title 72, Chapter 17, Idaho Code, requiring the Contractor and its subcontractors to provide a drug-free workplace program and to maintain such program throughout the duration of the Agreement.

## SECTION 7 ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO

The clauses contained in this section are required by the State of Idaho. The inclusion of these clauses in this Contract by the Owner does not indicate the Owner's support or opposition to these clauses nor agreement by the Owner that these clauses are relevant to the subject matter of this Contract. Rather, these clauses are included solely to comply with Idaho State law.

### 7.1. Certification Concerning Employment of Idaho Residents

- 7.1.1. Pursuant to Idaho Code § 44-1002, *CONTRACTOR* must employ ninety-five percent (95%) bona fide Idaho residents as employees on the *PROJECT* except if fifty (50) or less persons are employed the *CONTRACTOR* may employ ten percent (10%) nonresidents, provided, however, in all cases *CONTRACTOR* must give preference to the employment of bona fide Idaho residents in the performance of said work. However, if the *PROJECT* involves the expenditure of federal aid funds, this provision shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorably discharged soldiers, sailors, and marines, prohibiting as unlawful any other preference or discrimination among citizens of the United States.

### 7.2. Certification Concerning China

- 7.2.1. *CONTRACTOR* certifies that it is not owned or operated by the government of China and during the duration of this Agreement will not be owned or operated by the government of China.

### 7.3. Certification Concerning Abortion Providers

- 7.3.1. To the extent this agreement is subject to the use of public funds, Contractor certifies that it is not, and will not, for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" Idaho Code Title 18, Chapter 87)

### 7.4 Certification Concerning Anti-Boycott Against Israel Act

- 7.4.1 Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not

for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

DATED this 20<sup>th</sup> day of OCTOBER, 2025.

**OWNER**

**Kootenai County**

\_\_\_\_\_  
BRUCE E. MATTARE, CHAIR

**ATTEST:**

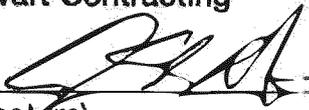
JENNIFER LOCKE, CLERK

By: \_\_\_\_\_  
Deputy Clerk

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR**

**Stewart Contracting**

  
\_\_\_\_\_  
(Signature)

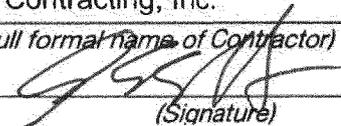
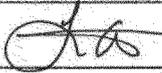
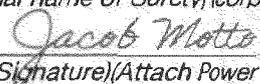
GREG STEWER  
\_\_\_\_\_  
(Printed name, and title)

PO Box 1275  
Pinehurst, ID 83850

Idaho Public Works Contractor License No.: 025627-UNLIMITED-1

# SECTION 00 5300 - PERFORMANCE BOND

Bond # SUR2007830

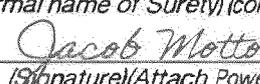
<b>Contractor</b> Name: <b>Stewart Contracting, Inc.</b> Address <i>(principal place of business)</i> : 202 S. Division PO Box 1275 Pinehurst, ID 83850	<b>Surety</b> Name: <b>Frankenmuth Insurance Company</b> Address <i>(principal place of business)</i> : 1 Mutual Ave Frankenmuth, MI 48787
<b>Owner</b> Name: <b>Kootenai County</b> Mailing address <i>(principal place of business)</i> : 330 E. Lakeside Avenue, Ste 101 Coeurdalene, ID 83814	<b>Contract</b> Description <i>(name and location)</i> : <b>Fairgrounds Modular Office Site</b>  Contract Price: <b>\$183,000.00</b> Effective Date of Contract: <b>October 20, 2025</b>
<b>Bond</b> Bond Amount: <b>One Hundred Eighty Three Thousand and 00/100 (\$183,000.00)</b> Date of Bond: <b>October 20, 2025</b> <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Contractor as Principal</b> <b>Stewart Contracting, Inc.</b> <hr/> <i>(Full formal name of Contractor)</i> By:  <hr/> <i>(Signature)</i> Name: <b>Greg Stewart</b> <hr/> <i>(Printed or typed)</i> Title: <b>President</b> <hr/> Attest:  <hr/> <i>(Signature)</i> Name: <b>Tami Atkins</b> <hr/> <i>(Printed or typed)</i> Title: <b>Bank Manager</b>	<b>Surety</b> <b>Frankenmuth Insurance Company</b> <hr/> <i>(Full formal name of Surety) (corporate seal)</i> By:  <hr/> <i>(Signature) (Attach Power of Attorney)</i> Name: <b>Jacob Motto</b> <hr/> <i>(Printed or typed)</i> Title: <b>Attorney-in-Fact</b> <hr/> Attest:  <hr/> <i>(Signature)</i> Name: <b>Beatrice Aistrop</b> <hr/> <i>(Printed or typed)</i> Title: <b>Witness</b>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    - 5.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - 5.4.2. Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
  - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: None

**SECTION 00 5400 - PAYMENT BOND**

Bond # SUR2007830

<p><b>Contractor</b>                  Name: <b>Stewart Contracting, Inc.</b>                  Address <i>(principal place of business)</i>:                  [202 S. Division                  PO Box 1275                  Pinehurst, ID 83850</p>	<p><b>Surety</b>                  Name: <b>Frankenmuth Insurance Company</b>                  Address <i>(principal place of business)</i>:                  1 Mutual Ave                  Frankenmuth, MI 48787</p>
<p><b>Owner</b>                  Name: <b>Kootenai County</b>                  Mailing address <i>(principal place of business)</i>: 330 E. Lakeside Avenue, Suite 101                  Coeur d'Alene, ID 83814</p>	<p><b>Contract</b>                  Description <i>(name and location)</i>:  <b>Fairgrounds Modular Office Site</b>                    Contract Price: <b>\$183,000.00</b>                  Effective Date of Contract: <b>October 20, 2025</b></p>
<p><b>Bond</b>                  Bond Amount: <b>One Hundred Eighty Three Thousand and 00/100 (\$183,000.00)</b>                  Date of Bond: <b>October 20, 2025</b>  <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i>                  Modifications to this Bond form:  <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal  <b>Stewart Contracting, Inc.</b>  <i>(Full formal name of Contractor)</i></p>	<p>Surety  <b>Frankenmuth Insurance Company</b>  <i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: <u></u>  <i>(Signature)</i></p>	<p>By: <u></u>  <i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: <u>Greg Stewart</u>  <i>(Printed or typed)</i></p>	<p>Name: <u>Jacob Motto</u>  <i>(Printed or typed)</i></p>
<p>Title: <u>President</u></p>	<p>Title: <u>Attorney-in-Fact</u></p>
<p>Attest: <u></u>  <i>(Signature)</i></p>	<p>Attest: <u></u>  <i>(Signature)</i></p>
<p>Name: <u>Tami Atkins</u>  <i>(Printed or typed)</i></p>	<p>Name: <u>Beatrice Aistrop</u>  <i>(Printed or typed)</i></p>
<p>Title: <u>Bank manager</u></p>	<p>Title: <u>Witness</u></p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

12. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
13. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
14. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
15. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
16. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 16.1. Claimants who do not have a direct contract with the Contractor
    - 16.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 16.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 16.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
17. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
18. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 18.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 18.2. Pay or arrange for payment of any undisputed amounts.
  - 18.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
19. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
20. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
21. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
22. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
23. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
24. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however

accomplished, will be sufficient compliance as of the date received.

25. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

26. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

27. Definitions

27.1. *Claim*—A written statement by the Claimant including at a minimum:

- 27.1.1. The name of the Claimant;
- 27.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
- 27.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
- 27.1.4. A brief description of the labor, materials, or equipment furnished;
- 27.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 27.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 27.1.7. The total amount of previous payments received by the Claimant; and
- 27.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

27.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water,

gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

27.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

27.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

27.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

28. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

29. Modifications to this Bond are as follows: None

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint: Kelsy Hoagland, Natasha Richardson, Melissa Ray, Elizabeth Kille, Caroline Courtenay, Leigh McCarthy, Jill Kemp, Brook T. Smith, Raymond M. Hundley, Deborah Neichter, Barbara Duncan, Jason D. Cromwell, James T. Smith, Michael W. Dix, William Precious, Ryan Britt, Mark Guidry, Theresa Hintzman, Susan Ritter, Lynnette Long, Amy Smith, Jacob Motto, Suzanna Knight Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17 day of November, 2023.



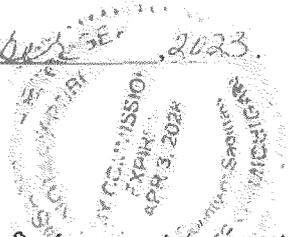
Frankenmuth Insurance Company
By Andrew H. Knudsen
President, Chief Operating Officer and Secretary

STATE OF MICHIGAN )
COUNTY OF SAGINAW ) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Andrew H. Knudsen, to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 17 day of November, 2023.

Susan L. Fresorger (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028



I, the undersigned, Chief Executive Officer of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 20th day of October, 2025

Frederick A. Edmond, Jr.
Chief Executive Officer

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2025

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> <b>Coeur d'Alene Insurance</b> <b>1801 N. Government Way #1</b> <b>Coeur d'Alene, ID 83814</b> <b>License #: AB03100</b>	<b>CONTACT NAME:</b> Bethany Mark <b>PHONE (A/C, No, Ext):</b> (208)667-9421 <b>E-MAIL ADDRESS:</b> Bethany@idahoinsurance.com	<b>FAX (A/C, No):</b> (208)765-9433
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Stewart Contracting, Inc</b> <b>PO Box 1275</b> <b>Pinehurst, ID 83850-1275</b>	<b>INSURER A:</b> Palms Specialty Insurance Company	<b>24082</b>
	<b>INSURER B:</b> EMC	<b>25186</b>
	<b>INSURER C:</b> Starstone National Insurance Company	
	<b>INSURER D:</b> STATE INSURANCE FUND	<b>36129</b>
	<b>INSURER E:</b> Employers Mutual Casualty Company	<b>24082</b>
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 00007665-0

REVISION NUMBER: 64

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PCC000546	12/16/2024	12/16/2025	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMPI/OP AGG \$ <b>2,000,000</b> \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5E80085	12/16/2024	12/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			78063H244ALI	12/16/2024	12/16/2025	EACH OCCURRENCE \$ <b>2,000,000</b> AGGREGATE \$ <b>2,000,000</b> \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	653161	03/01/2025	03/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
E	Installation Floater			5C80085	12/16/2024	12/16/2025	Aggregate \$ <b>\$200,000</b>

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

Workers Comp: Greg Stewart excluded

**CERTIFICATE HOLDER****CANCELLATION**

<b>Welch-Comer</b> <b>330 E Lakeside Ave, Ste 101</b> <b>Coeur d Alene, ID 83814</b>	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  (BAM)
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