



## Special meeting of the Spokane Park Board Agenda

10:30 a.m. Thursday, April 28, 2022

WebEx virtual meeting

Call in: 408-418-9388; Access code: 2488 118 1682

### Park Board members

Jennifer Ogden – President

Bob Anderson – Vice president

Garrett Jones – Secretary

Nick Sumner

Greta Gilman

Sally Lodato

Gerry Sperling

Barb Richey

Hannah Kitz

Kevin Brownlee

Christina VerHeul

Jonathan Bingle – City Council liaison

## Agenda

1. **Roll call** – Jennifer Ogden
2. **Public comment**
3. **Special discussion/action items**
  - A. Sports fields improvement fee – Garrett Jones
  - B. Dwight Merkel synthetic fields 7-year loan to fund project (\$974,789.04) – Garrett Jones
  - C. Dwight Merkel synthetic fields construction contract with FieldTurf (\$1,194,789.04) – Garrett Jones
  - D. Garco Construction, Inc., construction contract/Don Kardong Bridge rehabilitation bid preference #3 (\$3,174,498, tax inclusive) – Nick Hamad
4. **Adjournment**

Agenda is subject to change

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6367, 808 W. Spokane Falls Blvd., Spokane, Washington, 99201; or [erahrcclerks@spokanecity.org](mailto:erahrcclerks@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

# Spokane Park Board

## Briefing Paper



|  |  |                               |  |
|--|--|-------------------------------|--|
| <b>Park Board</b>  | Special Park Board meeting   |                               |  |
| <b>Park Board meeting date</b>   | April 28, 2022   |                               |  |
| <b>Requester</b>   | Garrett Jones  | <b>Phone number:</b> 363-5462 |  |
| <b>Type of agenda item</b>   | <input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action                                     |                               |  |
| <b>Type of contract/agreement</b>  | <input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other |                               |  |
| <b>City Clerks file</b> (OPR or policy #)  |  |                               |  |
| <b>Item title:</b> (Use exact language noted on the agenda)  | Sports field improvement fee   |                               |  |
| <b>Begin/end dates</b>   | Begins: 04/28/2022   | Ends:                         | <input checked="" type="checkbox"/> Open ended |
| <b>Background/history:</b><br>This fee will aid in establishing a funding mechanism to all user groups for maintenance and improvements. The three sports fields (Dwight Merkel, Franklin and Southeast Sports Complex) will incur a \$5 per booking fee. The tier 2 and tier 3 fields will incur a \$1 increase per hour, and there will be a \$10 increase for youth on the winter synthetic turf fields. Based on past bookings, this should add approximately \$45,000 to the SFIF fund beginning primarily in 2023. These fees will initially cover approximately 1/3 of the annual payment for the Dwight Merkel Synthetic Turf replacement, another 1/3 will be covered out of the annual recreation operational budget, and 1/3 from annual capital. These buckets may change over time. Spreading a small improvement fee across all user groups would help ensure a fair and reasonable impact to those using our fields most, and allow us to provide improvements to the sports fields in addition to quality routine maintenance. It will help leverage Parks funds to go even further. |  |                               |  |
| <b>Motion wording:</b><br>Move to approve the Sports field improvement fee   |  |                               |  |
| <b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No<br>If so, who/what department, agency or company:<br>Name: _____ Email address: _____ Phone: -  |  |                               |  |
| <b>Distribution:</b><br>Parks – Accounting<br>Parks – Pamela Clarke<br>Requester: Garrett Jones<br>Grant Management Department/Name:   |  |                               |  |
| <b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue<br>Amount: _____ Budget code:   |  |                               |  |
| <b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor<br><b>Supporting documents:</b><br><div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)<br/> <input type="checkbox"/> Contractor is on the City's A&amp;E Roster - City of Spokane<br/> <input type="checkbox"/> UBI: _____ Business license expiration date:         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)<br/> <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)<br/> <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>  |  |                               |  |

# Sports Fields Improvement Fee, Dwight Merkel Synthetic Turf Replacement and Financing

Special Park Board Meeting: Action Item  
Garrett Jones



**Spokane Parks & Recreation sports fields are special use areas with a high level of maintenance.**

The proposed creation of a Sports Fields Improvement Fee (SFIF) in 2023 is to establish a funding mechanism that distributes a small fee across all user groups to allow us to provide that high level maintenance and perform improvements to our sports fields to keep them in quality condition for all who enjoy them.



# Sports Fields Improvement Fee Proposal

| Facility  | SFIF                             | Notes  |
|---|----------------------------------|--|
| Sports Complex (Merkel, Franklin, & Southeast)                                    | \$5 per booking fee              | Equates to .25 cents per person, based on a 20 person booking average<br><i>Based on previous sport complex booking data</i> |
| Tier 2 Park Fields (Liberty, Thornton Murphy, Chief Garry, BA Clark, & Underhill) | \$1 per hour increase            | Youth rate would increase from \$2 to \$3 per hour. Adult rate would increase from \$3 to \$4 per hour.                      |
| Tier 3 Park Fields (all other remaining parks)                                    | \$1 per hour increase            | Youth and adult rates would increase from 50 cents to \$1.50 per hour.   |
| Winter Synthetic Turf Universal Rate  | \$10 per hour increase for youth | Rate would remain \$57 per hour for adults. Youth rate would increase from \$47 to \$57 per hour for youth.                  |

- Based on past bookings and reservation data, we estimate an annual contribution of \$45,000 to the SFIF fund.
- These fees would begin in primarily in 2023, to allow user groups time to prepare  
*(except for the Winter Synthetic Turf rate, which would begin in November 2022)*

# Synthetic Turf Replacement Project

- Despite great maintenance efforts, the fields have reached the end of their useful life and are becoming unsafe for play. If they are not replaced in 2022, we may need to close them.
- These turf fields are currently the only turf in town and have see a significant amount of use.
- With an approved funding package, the work could occur this summer or fall, closing the fields for about 4 months.
- Initially the Synthetic Turf Annual payment will come out of 3 buckets:
  - Sports Fields Improvement Fee
  - Recreation Operational Budget
  - Annual Capital



# Outreach to impacted user groups

- **March 10, 2022:**
  - A letter was emailed out to all past Spokane Parks and Recreation field users detailing the proposed fee increases.
- **March 14, 2022:**
  - Information on the potential closure of the Turf Fields was also emailed to Spokane Public Schools as they are a major user in the late summer/fall.
  - The highest field users were sent individual emails soliciting feedback and offering to meet to go over any concerns or questions with the proposed fee increases
- **March 29, 2022:**
  - A follow up email was sent out to all user groups to again offer to answer questions, provide clarification or to meet if there are any concerns
- Working with Park Operations to create a temporary full sized soccer field at a northside park location to help with some of the displaced use - closing of the Turf Fields will create.

Motion:  
Move to approve the Sports field  
Improvement Fee



# Spokane Park Board

## Briefing Paper



|  |   |                               |                                     |
|--|---|-------------------------------|-------------------------------------|
| <b>Committee</b>   | Park Board (Special Meeting)  |                               |                                     |
| <b>Committee meeting date</b>  | April 28, 2022  |                               |                                     |
| <b>Requester</b>   | Mark Buening  | <b>Phone number:</b> 625-6544 |                                     |
| <b>Type of agenda item</b>   | <input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action              |                               |                                     |
| <b>Type of contract/agreement</b>  | <input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other |                               |                                     |
| <b>City Clerks file</b> (OPR or policy #)  |   |                               |                                     |
| <b>Item title:</b> (Use exact language noted on the agenda)  | Dwight Merkel Synthetic Field Replacement Financing   |                               |                                     |
| <b>Begin/end dates</b>   | Begins: 08/01/2022  | Ends: 08/01/2028              | <input type="checkbox"/> Open ended |
| <b>Background/history:</b><br>The contract with FieldTurf provides for the replacement of the synthetic fields at Dwight Merkel Field for a cost of \$1,194,789. The payment of this amount would have significant cash flow impacts on the Park fund and Fund 1950. To minimize these impacts, Parks would use available funds of \$220,000 in Fund 1950 as a down payment on this project, and the remaining amount of \$974,789 would be amortized at 4.78% annual interest by Huntington Bank. It is estimated the annual payments would be approximately \$170,000. This would allow the replacement of the field and not significantly impact the cash flow of the Parks funds. The first installment of the loan would not be due until one year after the start of the turf replacement project. |   |                               |                                     |
| <b>Motion wording:</b><br>Approval to enter into a financing agreement with Huntington Bank for the purpose of field replacement at Merkel Field.  |   |                               |                                     |
| <b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No<br>If so, who/what department, agency or company: The Huntington National Bank<br>Name: Matt Stangl    Email address: matthew.j.stangl@huntington.com    Phone: 319-939-4489  |   |                               |                                     |
| <b>Distribution:</b><br>Parks – Accounting<br>Parks – Pamela Clarke<br>Requester: Mark Buening<br>Grant Management Department/Name:  |   |                               |                                     |
| <b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue<br>Amount: \$220,000    Budget code: From: 1950-54920-76820-56301<br>\$974,789.04 plus interest    From: 1400-54171-76820-99999   |   |                               |                                     |
| <b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor<br><b>Supporting documents:</b><br><input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)<br><input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)<br><input type="checkbox"/> UBI:    Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)   |   |                               |                                     |

# Synthetic Turf Replacement Project

Field size: 179,000 sf



# Synthetic Turf Replacement Project Cost

|                   |             |
|-------------------|-------------|
| D. Merkel Field   | 179,000sf   |
| ReCover Cost      | \$6.66/sf   |
| Construction Cost | \$1,194,789 |
| Warranty          | 10 Years    |

# Synthetic Turf Replacement Project Financing

|                      |              |
|----------------------|--------------|
| Cost of Turf Project | \$1,194,789  |
| Cash Down Payment    | \$220,000    |
| Financed Amount      | \$974,789    |
| Interest Rate        | 4.78%        |
| Term of Loan         | 7 Years      |
| Annual Payment       | \$167,122.21 |

Motion:  
Move to approve Financing Dwight  
Merkel Synthetic Turf \$974,789 over  
7 years



# Spokane Park Board

## Briefing Paper



|  |  |                               |                                     |
|--|--|-------------------------------|-------------------------------------|
| <b>Park Board</b>  | Special meeting  |                               |                                     |
| <b>Park Board meeting date</b>   | April 28, 2022   |                               |                                     |
| <b>Requester</b>   | Garrett Jones  | <b>Phone number:</b> 363-5462 |                                     |
| <b>Type of agenda item</b>   | <input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action                                     |                               |                                     |
| <b>Type of contract/agreement</b>  | <input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other |                               |                                     |
| <b>City Clerks file</b> (OPR or policy #)  |  |                               |                                     |
| <b>Item title:</b> (Use exact language noted on the agenda)  | FieldTurf construction contract/Dwight Merkel synthetic fields (\$1,194,789.04)  |                               |                                     |
| <b>Begin/end dates</b>   | Begins: 04/28/2022   | Ends: 05/01/2023              | <input type="checkbox"/> Open ended |
| <b>Background/history:</b><br>The Dwight Merkel synthetic turf fields have exceeded their useful lifespan. The fields are expected to become unsafe if not replaced this year. As one of only two synthetic fields in the area, the Merkel fields are heavily used by the public. The contract Base Bid will resurface the fields with new synthetic turf, hash marks, numbers, and arrows for Football, Soccer, and Lacrosse.<br>Alternate #1 increases the thickness of the synthetic turf resulting in longer life and an insured warranty of 10years.<br>Alternate #2 replaces up to 500lf of failing/failed perimeter nailer board.<br><br>Upon Park Board approval, the fields will close for approximately four months for replacement in either summer or fall 2022. |  |                               |                                     |
| <b>Motion wording:</b><br>Move to approve the Dwight Merkel synthetic fields construction contract, including alternates #1 and #2 in the amount of \$1,194,789.04 (tax inclusive)   |  |                               |                                     |
| <b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No<br>If so, who/what department, agency or company: FieldTurf USA<br>Name: Donny Jones, Regional VP    Email address: Donny@ftnw.com    Phone: 360 668-8989   |  |                               |                                     |
| <b>Distribution:</b><br>Parks – Accounting    Patrick.Dawson@fieldturf.com<br>Parks – Pamela Clarke    gregory.weisbrich@fieldturf.com<br>Requester: Garrett Jones    jkconley@spokanecity.org<br>Grant Management Department/Name:    nhamad@spokanecity.org<br>jpapich@spokanecity.org   |  |                               |                                     |
| <b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue<br>Amount:    Budget code:<br>\$1,194,789.04 (tax inclusive)  |  |                               |                                     |
| <b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor<br><b>Supporting documents:</b><br><input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)<br><input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)<br><input type="checkbox"/> UBI:602-048-132    Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)  |  |                               |                                     |

# Synthetic Turf Replacement Project Schedule and Scope

- FieldTurf is estimating a 6 week lead time to acquire materials – soonest project can begin is 6 weeks from receiving the purchase order
- Replacement will take approximately 3 months from beginning to end

## The summary scope of work:

“ReCover System”. The Placement of new turf over the top of the existing turf and replace about 500lf of the perimeter nailer board.

1. Removal of existing turf from the perimeter of the fields.
2. Top-dress the existing turf with sand
3. Blend and shape the edge of the fields to ensure the new turf is flush with the surrounding curb.
4. Place nearly 180,000sf of new synthetic turf with sand and rubber infill.
5. Paint hashmarks, lines, numbers, and arrows for Football, Soccer, and Lacrosse.
6. Gmax (aka impact) testing

# Synthetic Turf Replacement Project Pricing from FieldTurf

## PRICING PROPOSAL



## DWIGHT MERKEL FIELDS 5 & 6



Attn: Carl Strong, Assistant Director – Park Operations / [cstrong@spokanecity.org](mailto:cstrong@spokanecity.org)

Attn: Ryan Griffith / [rgriffith@spokanecity.org](mailto:rgriffith@spokanecity.org)

March 9, 2022

FieldTurf is pleased to offer to supply and install the following high performance artificial infilled turf system. Pricing is based on the KCDA purchasing program. KCDA is a member of The Association of Educational Purchasing Agencies (AEPA) program. The AEPA is a purchasing co-op that provides member schools with pre-determined preferential pricing by approved vendors. Since the product has already been bid at the national level, individual schools do not have to duplicate the formal bid process. AEPA IFB #020





# Synthetic Turf Replacement Project Pricing from FieldTurf

|              |                 |                                       |
|--------------|-----------------|---------------------------------------|
| Base Bid     | \$ 947,560.39   |                                       |
| Tax          | \$ 85,280.44    |                                       |
| Base Total   | \$ 1,032,840.83 | (per FT Proposal)                     |
| Alt #1       | \$ 143,520.00   |                                       |
| Tax          | \$ 12,916.80    |                                       |
| Alt #1 Total | \$ 156,436.80   | (Thicker Turf and 10yr Warranty)      |
| Alt #2       | \$ 5,056.34     |                                       |
| Tax          | \$ 455.07       |                                       |
| Alt #2 Total | \$ 5,511.41     | (Replace up to 500lf of Nailer Board) |
| Total Cost   | \$ 1,194,789.04 |                                       |

# PRICING PROPOSAL



## DWIGHT MERKEL FIELDS 5 & 6



Attn: Carl Strong, Assistant Director – Park Operations / [cstrong@spokanecity.org](mailto:cstrong@spokanecity.org)

Attn: Ryan Griffith / [rgriffith@spokanecity.org](mailto:rgriffith@spokanecity.org)

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Click on the following AEPA hyperlink for more information: [AEPA IFB #20](#)

### BASE BID

| No. | Description – Dwight Merkel Fields 5 and 6  | Quantity | Units | Unit Price | Total               |
|-----|---|----------|-------|------------|---------------------|
|     | <b>Sitework – *ReCover System</b>   |          |       |            |                     |
| 1   | Mobilization / General Conditions   | 179,400  | SF    | 0.10       | \$17,047.74         |
| 3   | Cut & Dispose of 5' Perimeter of Existing Field   | 14,000   | SF    | 1.36       | \$19,101.74         |
| 4   | Topdress Existing Field with Bank Sand  | 179,400  | SF    | 0.12       | \$21,349.01         |
| 5   | Grade and Blend Edge Detail over 5' from outside Perimeter of Field. 1.25" over 5' run. | 14,000   | SF    | 1.61       | \$22,472.64         |
|     | <b>Subtotal Site Work</b>   |          |       |            | <b>\$79,971.14</b>  |
|     | <b>Synthetic Turf Surfacing</b>   |          |       |            |                     |
| 6   | FieldTurf Vertex Prestige 2.25" (8 Year Pre Paid 3rd Party Insured Warranty)            | 179,400  | SF    | 4.44       | \$796,536.00        |
| 7   | Inlaid NFHS Football Hash Marks   | 2        | EA    | 7140.00    | \$14,280.00         |
| 8   | Inlaid NFHS Football Numbers & Arrows   | 2        | EA    | 7140.00    | \$14,280.00         |
| 9   | Inlaid NFHS Soccer Markings   | 2        | EA    | 7140.00    | \$14,280.00         |
| 10  | Inlaid NFHS Unified Lacrosse Markings   | 2        | EA    | 7140.00    | \$14,280.00         |
| 11  | Gmax Testing (1) Test at Time of Completion   | 2        | EA    | 1530.00    | \$3,060.00          |
|     | <b>Subtotal Synthetic Turf</b>  |          |       |            | <b>\$856,716.00</b> |
|     | <b>Subtotal Project</b>   |          |       |            | <b>\$936,687.14</b> |
| 12  | Performance & Payment Bonds   | 1        | LS    | 10873.26   | \$10,873.26         |

# PRICING PROPOSAL



|  |                              |  |  |  |                       |
|--|------------------------------|--|--|--|-----------------------|
|  | <b>Total Project</b>         |  |  |  | <b>\$947,560.39</b>   |
|  | WSST Estimated @ 9%          |  |  |  | \$85,280.44           |
|  | <b>Total Project w/ WSST</b> |  |  |  | <b>\$1,032,840.83</b> |

## ALTERNATE PRICE

| No. | Voluntary Alternates   | Quantity | Units | Unit Price | Total        |
|-----|--|----------|-------|------------|--------------|
| A1  | Vertex Prime CORE 2.5" ( <b>10 Year Pre Paid 3rd Party Insured Warranty</b> ) in lieu of Base Bid. | 179,400  | SF    | 0.80       | \$143,520.00 |
| A2  | Unit Price to remove & replace existing perimeter Nailer Board. (500 LF Allowance)                 | 500      | LF    | 10.11      | \$5,056.34   |

## PRODUCT DETAILS

\*To verify eligibility for the **ReCover** system, FieldTurf may pursue any of the measures below to assure quality and performance are met. If the existing synthetic turf passes internal testing, the option of ReCovering the field is plausible.

- Planarity Assessment
- Visual Assessment
- Infill Depths Testing
- Gmax Testing
- Infiltration/Perc/Porosity Testing

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf Vertex Prestige 2.25" (FTVT-57) system, with the following product characteristics:

- ▶ **Pile Height:** 2.25 Inches
- ▶ **Infill Weight:** 3lbs sand & 3lbs ambient rubber per sq.ft.
- ▶ **Pile Weight:** 43 oz/yd<sup>2</sup>
- ▶ **Total System Weight:** 930 oz/yd<sup>2</sup>

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

## PRICE INCLUDES:

- a) Installation of the artificial in-filled grass surface upon a suitable base.
- b) An 8 year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface; with exception on the home plate area, base paths and pitcher's mound which shall be 2 years instead of 8 years and there is no third party insurance.
- c) Inlaid Sports Markings.

# PRICING PROPOSAL



## PRICE DOES NOT INCLUDE:

- a) The base upon which the FieldTurf field will be placed. FieldTurf shall not be responsible for the stability, the porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.
- b) The supply or installation of field perimeter curbing.
- c) Replacement or modification to the existing perimeter nailer board. (See above optional allowance)
- d) FieldTurf is not altering or improving the existing drainage under the existing turf limits. No removal, milling, ponding, flooding or corrections within the existing drainage is included and any existing conditions will remain the responsibility of the owner.
- e) Any costs associated with necessary changes relating to dimensions or delineation of the field.
- f) Unless otherwise specified, does not include any G-max testing.
- g) The supply of manholes or clean-outs or grates, or supply of the manhole covers.
- h) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- i) Relocation, removal of existing utilities not limited to electrical conduits, power poles, water, sewer, gas cable, telephone, storm drainage, irrigation heads, lines, valve boxes or wiring of same.
- j) Site security (Monitoring & Patrols) (Temp fencing around our work and staging are included)
- k) Permits and associated Fees are the responsibility of the Owner.
- l) Construction signs (If necessary) are the responsibility of the Owner.
- m) Small vehicle to tow FieldTurf maintenance equipment.
- n) Asphalt Damaged Due to Construction Traffic is NOT included in our proposal.
- o) FieldTurf will supply a plan for staging and construction route utilizing minimal turns on soft surfaces such as landscaped areas.
- p) Anything not specifically included in the above inclusions description.

# PRICING PROPOSAL



*The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction.*

*The parties recognize that the impacts of the COVID-19 pandemic are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding.*



**Please feel free to reach out to any member of our project team with questions about our offer:**

**Patrick Dawson**

Project Manager  
(514) 375-3581

[Patrick.Dawson@FieldTurf.com](mailto:Patrick.Dawson@FieldTurf.com)

**Donny Jones**

Regional Vice President  
(206) 817-2048

[Donny.Jones@external.fieldturf.com](mailto:Donny.Jones@external.fieldturf.com)

Thank you again for your interest in FieldTurf, we look forward to working with you.

Per:

**Marie-Christine Raymond, Director of Operations**

FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

**Forward Purchase Order to KCDA**

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: [Eric.Fisher@smartbuycooperative.com](mailto:Eric.Fisher@smartbuycooperative.com).





# PRICING PROPOSAL



## CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
- b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and *force majeure*.
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.
- h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING



Motion:  
Move to approve the construction  
and replacement of the Dwight  
Merkel Synthetic Turf Fields for the  
amount of \$1,194,789.04

# Spokane Park Board

## Briefing Paper



|  |  |                                   |                                     |
|--|--|-----------------------------------|-------------------------------------|
| <b>Park Board meeting</b>  | Special Park Board meeting   |                                   |                                     |
| <b>Park Board meeting date</b>   | April 28, 2022   |                                   |                                     |
| <b>Requester</b>   | Nick Hamad   | <b>Phone number:</b> 509.363.5452 |                                     |
| <b>Type of agenda item</b>   | <input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action                                     |                                   |                                     |
| <b>Type of contract/agreement</b>  | <input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other |                                   |                                     |
| <b>City Clerks file</b> (OPR or policy #)  |  |                                   |                                     |
| <b>Item title:</b> (Use exact language noted on the agenda)  | Garco Construction, Inc., construction contract/Don Kardong Bridge rehabilitation bid preference #3 (\$3,174,498, tax inclusive)   |                                   |                                     |
| <b>Begin/end dates</b>   | Begins: 04/28/2022   | Ends: 07/01/2023                  | <input type="checkbox"/> Open ended |
| <b>Background/history:</b><br>The project contracts with the low responsive bidder for construction of the Don Kardong Bridge Rehabilitation 'Bid Preference #3' scope of work, which includes the base bid and bid alternates #1, #2, #3 and #4. Bid alternate #5 is not currently included in the project scope of work.<br><br>This base contract is funded by \$2.2 million in federal grants, \$650,000 in reimbursable state grants and \$170,000 in local private donations. Only a net \$152,000 of local parks funding is required for this base contract.  |  |                                   |                                     |
| <b>Motion wording:</b><br>Move to approve Garco Construction, Inc. construction contract for the Don Kardong Bridge rehabilitation project bid preference #3 in the amount of \$3,174,498, tax inclusive.  |  |                                   |                                     |
| <b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No<br>If so, who/what department, agency or company: Garco Construction<br>Name: Clancy Welsh    Email address: clancy@garco.com    Phone: 509.535.4688  |  |                                   |                                     |
| <b>Distribution:</b><br>Parks – Accounting    Thea Prince<br>Parks – Pamela Clarke<br>Requester: Nick Hamad<br>Grant Management Department/Name:    Skyler Brown, Kathy Hayes  |  |                                   |                                     |
| <b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue<br>Amount:    Budget code:<br>\$2,200,000    1425-88153-94760-56501-97312<br>\$750,000    1950-54920-94000-56301-48063<br>\$224,498    1400-30210-94000-56311   |  |                                   |                                     |
| <b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor<br><b>Supporting documents:</b><br><input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)<br><input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)<br><input checked="" type="checkbox"/> UBI: 602-809-160    Business license expiration date: 3/31/23 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) |  |                                   |                                     |



# CITY OF SPOKANE, WASHINGTON

DEPARTMENT OF PARKS AND RECREATION

## DON KARDONG BRIDGE REHABILITATION MARCH 4, 2022

### DESCRIPTION OF WORK

#### BASE BID SCOPE

GENERAL BASE BID SCOPE SUMMARY.

- WORK INCLUDES, BUT IS NOT LIMITED TO REMOVAL OF BRIDGE DECKING, GUARDRAIL, TRIANGLE SHADE STRUCTURES, APPROACHES, ELECTRICAL, AND REPAIR AS SHOWN ON THESE PLANS. INSTALLATION OF NEW LEVELING STEEL BEAMS, PRECAST CONCRETE BRIDGE DECK, GUARDRAIL, ELECTRICAL AND LIGHTING, AND APPROACH WORK.

#### ADD/ALT 1

GENERAL SCOPE SUMMARY.

- WORK INCLUDES, BUT IS NOT LIMITED TO ONE LARGE OVERLOOK WITH PRECAST CONCRETE DECK, STEEL SUPPORT BEAMS, COLUMNS AND CONNECTIONS TO THE BRIDGE PIERS. MODIFIED GUARDRAIL, ELECTRICAL, AND LIGHTING AROUND OVERLOOK.

#### ADD/ALT 2

GENERAL SCOPE SUMMARY.

- WORK INCLUDES, BUT IS NOT LIMITED TO TWO SMALLER OVERLOOKS WITH CANTILEVERED STEEL BEAMS, PRECAST CONCRETE DECK AND MODIFIED GUARDRAIL, ELECTRICAL AND LIGHTING.

#### ADD/ALT 3

GENERAL SCOPE SUMMARY.

- WORK INCLUDES, BUT IS NOT LIMITED TO CONCRETE REPAIR OF ABUTMENTS AND PIERS WORK AS SHOWN.

#### ADD/ALT 4

GENERAL SCOPE SUMMARY.

- WORK INCLUDES, BUT IS NOT LIMITED TO THE REDUCTION OF LIGHT FIXTURES TO BE INSTALLED AS SHOWN ON THE ELECTRICAL DRAWINGS.

#### ADD/ALT 5

GENERAL SCOPE SUMMARY.

- WORK INCLUDES, BUT IS NOT LIMITED TO THE REPLACEMENT OF EXISTING RAILING ON WING WALLS.

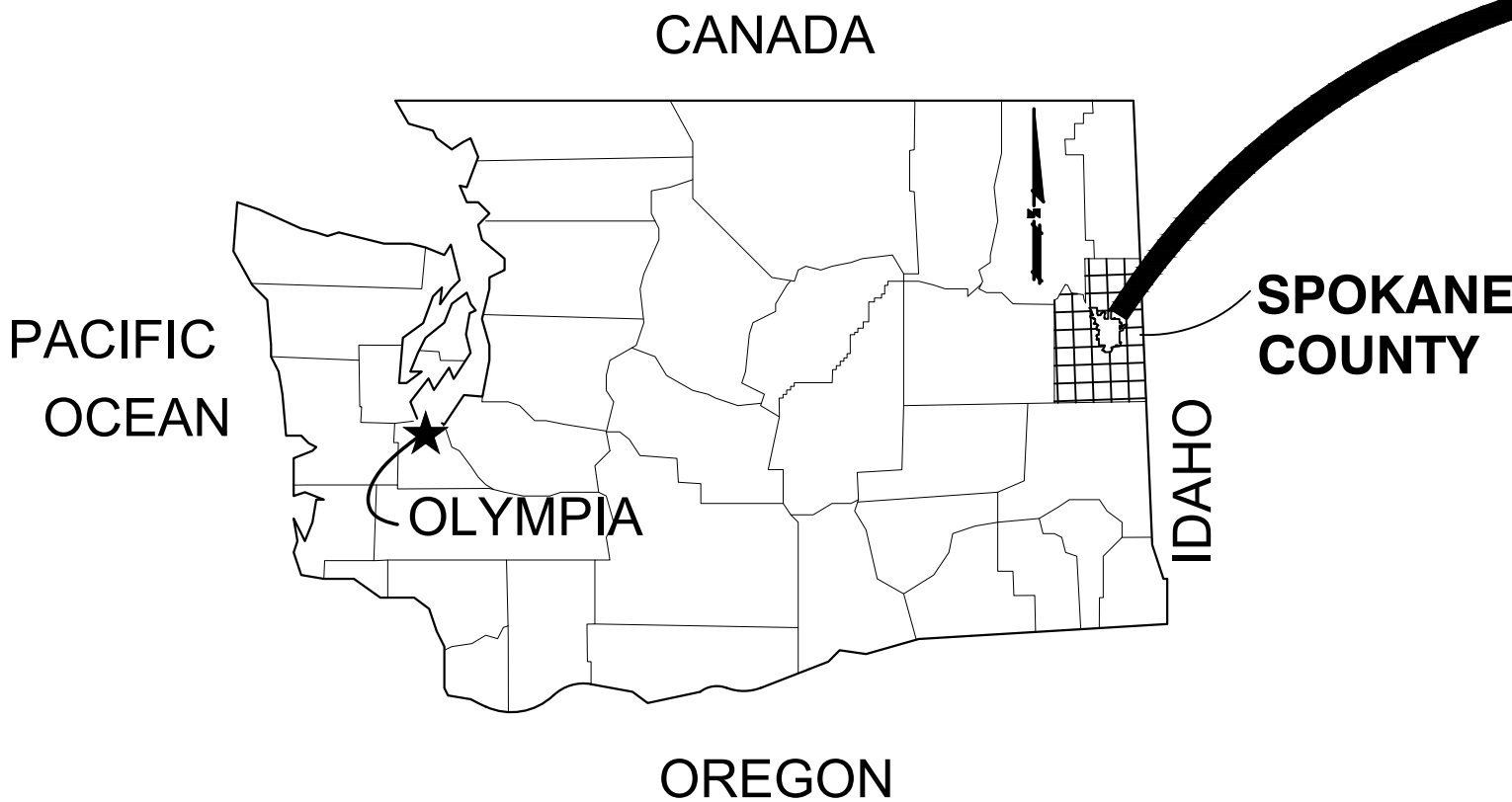
#### ADDITIONAL WORK REQUIREMENTS

WORK SHALL BE EXECUTED ACCORDING TO THE ATTACHED CONSTRUCTION DRAWINGS, PLAN NOTES, AND IN THE ABSENCE OF DIRECTION ON THESE DRAWINGS, *'THE STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION, CURRENT EDITION'* AND *'THE OF THE STANDARD PLANS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION CURRENT EDITION'*, BOTH AS PREPARED BY THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT). THE STANDARD SPECIFICATIONS ARE HEREBY MADE A PART OF THIS CONTRACT. THE STANDARD SPECIFICATIONS, EXCEPT AS MAY BE MODIFIED OR SUPERSEDED BY THESE CONTRACT DOCUMENTS, SHALL GOVERN ALL PHASES OF THE WORK SPECIFIED IN THESE CONTRACT DOCUMENTS.

ALL WORK, INCLUDING APPROXIMATE QUANTITIES FOR EACH SITE, SHALL BE MUTUALLY AGREED UPON BY THE CONTRACTOR AND OWNER'S REPRESENTATIVE PRIOR TO THE COMMENCEMENT OF WORK.

### GENERAL NOTES

- CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO BID SUBMISSION. ANY DISCREPANCIES BETWEEN FIELD CONDITIONS AND PROJECT INTENT / CONTRACT DOCUMENTS AFFECTING THE COST OF THE PROJECT SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE IMMEDIATELY.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. COST OF LOCATES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR IS RESPONSIBLE FOR TEMPORARY OBTAINING ALL PERMITS, INCLUDING RIGHT-OF-WAY OBSTRUCTION PERMITS WHERE APPLICABLE.
- CONTRACTOR IS RESPONSIBLE FOR INCIDENTAL TRAFFIC CONTROL MEASURES AS REQUIRED IN ACCORDANCE WITH THE MANUAL ON TRAFFIC CONTROL DEVICES (MUTCD) AND WASHINGTON STATE MODIFICATIONS TO THE MUTCD.
- PRESERVE AND PROTECT EXISTING IMPROVEMENTS TO REMAIN. REPAIR OR REPLACE ALL HARDSCAPE AND SOFTSCAPE DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITY.
- TREE PRUNING, AIR SPADING AND ROOT PRUNING SHALL BE PERFORMED BY CITY OF SPOKANE APPROVED ARBORIST. CONTRACTOR SHALL COORDINATE DIRECTLY WITH CITY OF SPOKANE TO SCHEDULE WORK.
- OWNER WILL FURNISH COMPACTION & MATERIAL TESTING. IF CONTRACTOR FAILS TESTING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL TESTING UNTIL COMPACTION AND MATERIALS MEET SPECIFICATION.



CITY OF SPOKANE

### MAYOR

NADINE WOODWARD

### COUNCIL MEMBERS

BREEAN BEGGS, CITY COUNCIL PRESIDENT  
JONATHAN BINGLE  
MICHAEL CATHCART  
LORI KINNEAR  
ZACK ZAPPONE  
KAREN STRATTON

### CITY ADMINISTRATOR

JOHNNIE PERKINS

### DIRECTOR OF PARKS

GARRETT JONES

### PROJECT CONTACT(S)

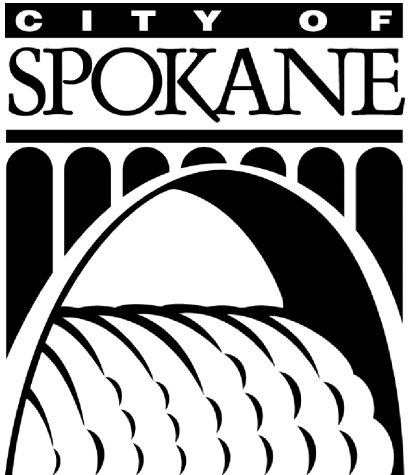
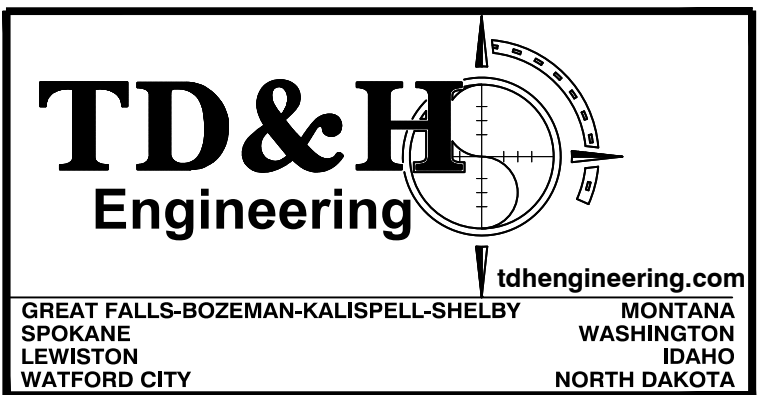
BERRY ELLISON  
SPOKANE PARKS AND RECREATION  
PROJECT MANAGER, (509) 363-5452

### DRAWING INDEX

| NO. | TITLE  | NO. | TITLE                           |
|-----|--|-----|---------------------------------|
| 1   | G1.0: COVER PAGE                                   | 26  | S4.3: PIER B REPAIRS            |
| 2   | C1.0: EROSION CONTROL PLAN                         | 27  | S4.4: PIER C REPAIRS            |
| 3   | C2.0: DEMOLITION PLAN                              | 28  | S4.5: PIER D REPAIRS            |
| 4   | C3.0: UTILITY PLAN                                 | 29  | S4.6: NE ABUTMENT REPAIRS       |
| 5   | C4.0: BASE BID GRADING PLAN                        | 30  | S5.0: CONSTRUCTION DETAILS      |
| 6   | C4.1: ADD ALT 2 GRADING PLAN                       | 31  | S5.1: CONSTRUCTION DETAILS      |
| 7   | C5.0: PEDESTRIAN DETOUR PLAN                       | 32  | S5.2: CONSTRUCTION DETAILS      |
| 8   | C5.1: PEDESTRIAN DETOUR PLAN DETAIL                | 33  | S5.3: CONSTRUCTION DETAILS      |
| 9   | S1.0: GENERAL NOTES                                | 34  | S5.4: CONSTRUCTION DETAILS      |
| 10  | S1.1: EXISTING SITE PLAN                           | 35  | S5.5: CONSTRUCTION DETAILS      |
| 11  | S2.0: BASE BID SITE PLAN                           | 36  | S5.6: CONSTRUCTION DETAILS      |
| 12  | S2.1: BASE BID ENLARGED PLAN 1                     | 37  | L1.0: LANDSCAPE PLAN            |
| 13  | S2.2: BASE BID ENLARGED PLAN 2                     | 38  | L1.1: LANDSCAPE PLAN            |
| 14  | S2.3: BASE BID ENLARGED PLAN 3                     | 39  | L1.2: LANDSCAPE PLAN            |
| 15  | S3.0: ADD ALT SITE PLAN                            | 40  | L2.0: ALTERNATES                |
| 16  | S3.1: ADD ALT #1 AND #2 ENLARGED PLAN              | 41  | L3.1: DETAILS                   |
| 17  | S3.2: ADD ALT #3 SW ABUTMENT REPAIRS               | 42  | E0.1: ELECTRICAL LEGENDS        |
| 18  | S3.3: ADD ALT #3 PIER A REPAIRS                    | 43  | E0.2: ELECTRICAL SCHEDULES      |
| 19  | S3.4: ADD ALT #3 PIER B REPAIRS                    | 44  | E1.1: ELECTRICAL SITE DEMO PLAN |
| 20  | S3.5: ADD ALT #3 PIER C REPAIRS                    | 45  | E1.2: ELECTRICAL SITE KEYPLAN   |
| 21  | S3.6: ADD ALT #3 PIER D REPAIRS                    | 46  | E1.3: ELECTRICAL SITE PLAN      |
| 22  | S3.7: ADD ALT #3 NE ABUTMENT REPAIRS               | 47  | E1.4: ELECTRICAL SITE PLAN      |
| 23  | S3.8: ADD ALT #5 RAILING REPLACEMENT AT WING WALLS | 48  | E1.5: ELECTRICAL SITE PLAN      |
| 24  | S4.1: SW ABUTMENT REPAIRS                          | 49  | E2.1: ELECTRICAL DETAILS        |
| 25  | S4.2: PIER A REPAIRS                               |     |                                 |

### WORK LOCATION

| SITE | WORK LOCATION   | TYPE OF IMPROVEMENT    |
|------|---|------------------------|
| 1.0  | DON KARDONG BRIDGE BETWEEN RIVERPOINT AND GONZAGA ALONG THE CENTENNIAL TRAIL - SPOKANE WA | BRIDGE DECK RENOVATION |



BID TABULATION - DON KARDONG BRIDGE REHABILITATION PROJECT

low responsive bidder



Extended Price Analysis

| Reference Number | Description                               | Type   | UOM | Quantity | Extended Estimate | Budget Arbor & Logging, LLC | Garco Construction Inc. | Average        |
|------------------|---|--------|-----|----------|-------------------|-----------------------------|-------------------------|----------------|
| Total Extended   |   |        |     |          |                   | \$72,500.00                 | \$3,249,249.00          |                |
| #1 BASE BID      | BASE BID (Total Bid Schedule 1)           | Base   | ea  | 1        |                   | \$72,500.00                 | \$2,937,196.00          | \$1,504,848.00 |
| ADD/ALT #1       | Large Overlook (Total Bid Schedule 2)     | Option | ea  | 1        |                   |                             | \$124,801.00            |                |
| ADD/ALT #2       | Small Overlooks (Total Bid Schedule 3)    | Option | ea  | 1        |                   |                             | \$119,890.00            |                |
| ADD/ALT #3       | Pier & Abut Repair (Total Bid Schedule 4) | Option | EA  | 1        |                   |                             | \$23,810.00             |                |
| DED/ALT #4       | LIGHT REDUCTION                           | Option | ea  | 1        |                   |                             | (\$31,199.00)           |                |
| ADD/ALT #5       | WING WALL RAIL                            | Option | ea  | 1        |                   |                             | \$74,751.00             |                |



bidder not considered  
'responsive'. did not submit  
required bond, certification  
and does not meet required  
work experience criteria

Based on constructing one large overlook with precast concrete deck, steel support beams, columns and connections to the bridge piers; and modified guardrail, electrical and lighting around the overlook.

The Bid items for Additive Alternate 1 are as listed in the Bid Proposal.

**B. Additive Alternate 2**

Based on constructing two smaller overlooks with cantilevered steel beams, precast concrete deck, and modified guardrail, electrical and lighting.

The Bid items for Additive Alternate 2 are as listed in the Bid Proposal.

**C. Additive Alternate 3**

Based on completing the concrete repair work as shown on the plans.

The Bid items for Additive Alternate 3 are as listed in the Bid Proposal.

**D. Deductive Alternate 4**

Based on reduction of light fixtures to be installed as shown on the plans.

The Bid items for Deductive Alternate 4 are as listed in the Bid Proposal.

**E. Additive Alternate 5**

Based on constructing new railings on the wingwalls with foundations, posts, and cast-in-place concrete.

The Bid items for Additive Alternate 5 are as listed in the Bid Proposal.

**RECOMMENDED CONTRACT  
AWARD SCENARIO**

**Bidding Procedures**

To be considered responsive the Bidder shall submit a price on each and every Bid item included in the Base Bid and all Alternate(s.)

The successful Bidder will be the Bidder submitting the lowest responsible Bid for the highest order Preference that is within the amount of available funds for the project. Available funds will be announced immediately prior to the opening of Bids. The following are listed in order from highest to lowest Preference:

1. Preference 1: Lowest total for Base Bid plus Additive Alternate 1 , plus Additive Alternate 2, plus Additive Alternate 3, plus Additive Alternate 5.
2. Preference 2: Lowest total for Base Bid plus Additive Alternate 1 , plus Additive Alternate 2, plus Additive Alternate 3.
3. Preference 3: Lowest total for Base Bid plus Additive Alternate 1 , plus Additive Alternate 2, plus Additive Alternate 3, plus Deductive Alternate 4.
4. Preference 4: Lowest total for Base Bid plus Additive Alternate 1 , plus Additive Alternate 3, plus Deductive Alternate 4.

The Contracting Agency may, at their discretion, award a Contract for the Base Bid, without any additional Alternates, in the event that all Bids exceed the

available funds announced. In any case, the award will be subject to the requirements of Section 1-03.

**1-02.6(1) Recycled Materials Proposal**  
**(January 4, 2016 APWA GSP)**

The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into the project, using the form provided in the Contract Provisions.

**1-02.7 Bid Deposit**  
**(August 7, 2018 COS GSP)**

**Delete** the reference to “cash” in the 2nd sentence. The bid deposit may be either certified check, cashier’s check or a proposal bond (surety bond)

**Supplement** with the following:

In addition to the bid deposit types included in this section, a bidder may have on file with the City Clerk an annual bid bond approved by the City Attorney.

**1-02.10 Withdrawing, Revising, or Supplementing Proposal**  
**(July 23, 2015 APWA GSP)**

**Delete** this section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder’s request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

**1-02.13 Irregular Proposals**  
**(October 1, 2020 APWA GSP)**



**City of Spokane Parks  
And Recreation Department**

**PUBLIC WORKS CONTRACT**

Title: **DON KARDONG BRIDGE REHABILITATION**

This Contract is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **GARCO CONSTRUCTION, INC.**, whose address is 4114 East Broadway Avenue, Spokane, Washington 99202 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **DON KARDONG BRIDGE REHABILITATION, BID PREFERENCE #3.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, unit price bid forms, contract provisions, contract plans & specifications & appendices, standard specifications, standard plans, addenda, PW invitation to bid 5599-22, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). In the event of a conflict between these documents, PW Invitation to Bid Section 16 'Controlling Order of Documents' shall be used to determine prevailing contract document. These contract documents are on file in the Parks and Recreation Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall begin on April 28, 2022 and shall run through June 1, 2023. Project time of completion and working days shall be in accordance with contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
6. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **THREE MILLION ONE HUNDRED SEVENTY-FOUR**

**THOUSAND FOUR HUNDRED NINETY-EIGHT AND NO/100 DOLLARS (\$3,174,498.00)**, including applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

7. PAYMENT. The Contractor will send its applications for payment to the Parks and Recreation Department, 808 West Spokane Falls Blvd., Fifth Floor, Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

8. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

9. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

10. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

11. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

12. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

13. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

14. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

15. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:



- a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

- 1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
- 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

16. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

17. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during



employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to 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 to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

18. DEBARMENT AND SUSPENSION. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

19. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as

may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

20. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract.

21. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

22. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

23. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

24. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

25. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

26. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

27. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

28. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

29. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

30. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

**GARCO CONSTRUCTION, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Contract:**

Payment Bond

Performance Bond

Certification Regarding Debarment

22-080

**PAYMENT BOND**

We, **GARCO CONSTRUCTION, INC.**, as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION ONE HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED NINETY-EIGHT AND NO/100 DOLLARS (\$3,174,498.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **DON KARDONG BRIDGE REHABILITATION, BID PREFERENCE #3**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it 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, except as provided herein, 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... Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_.

**GARCO CONSTRUCTION, INC.,**  
AS PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

A valid POWER OF ATTORNEY  
for the Surety's agent must  
accompany this bond.

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON               )  
County of \_\_\_\_\_) ss.

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on oath stated that he/she was author-  
ized to sign the document and acknowledged it as the agent or representative of the named  
surety company which is authorized to do business in the State of Washington, for the uses  
and purposes therein mentioned.

DATED: \_\_\_\_\_

Signature of Notary Public

My appointment expires \_\_\_\_\_

Approved as to form:

Assistant City Attorney

### PERFORMANCE BOND

We, **GARCO CONSTRUCTION, INC.**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION ONE HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED NINETY-EIGHT AND NO/100 DOLLARS (\$3,174,498.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **DON KARDONG BRIDGE REHABILITATION, BID PREFERENCE #3**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it 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, except as provided herein, 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. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_

**GARCO CONSTRUCTION, INC.,**  
AS PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

A valid POWER OF ATTORNEY  
for the Surety's agent must  
accompany this bond.

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON                    )  
  ) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on oath stated that  
he/she was authorized to sign the document and acknowledged it as the agent or representative of  
the named Surety Company which is authorized to do business in the State of Washington, for the  
uses and purposes mentioned in this document.

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

|  |  |
|--|--|
| Garco Construction, Inc.<br><hr/> Name of Subrecipient / Contractor / Consultant (Type or Print) | Don Kardong Bridge Rehabilitation Project<br><hr/> Program Title (Type or Print) |
| <hr/> Name of Certifying Official (Type or Print)  | <hr/> Signature  |
| <hr/> Title of Certifying Official (Type or Print)   | <hr/> Date (Type or Print)   |



-  
**SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE  
PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.**

**BID PROPOSAL**

**Addendum 01  
March 21, 2022**

To: Honorable Mayor  
Members of the City Council  
City of Spokane, Washington

**PROJECT:** #5599-22 DON KARDONG BRIDGE REHABILITATION

**BIDDER'S DECLARATION.**

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

**BID OFFER.**

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID: \$ 2,937,196.00  
(Total Bid Schedule 1):

ADD/ALT #1 – LARGE OVERLOOK: \$ 124,801.00  
(Total Bid Schedule 2):

ADD/ALT #2 – SMALL OVERLOOKS: \$ 119,890.00  
(Total Bid Schedule 3):

ADD/ALT #3 – PIER & ABUT REPAIR: \$ 23,810.00  
(Total Bid Schedule 4):

DED/ALT #4 – LIGHT REDUCTION: \$ (31,199.00)  
(Total Bid Schedule 5):

~~DED~~ADD/ALT #5 – WING WALL RAIL: \$ 74,751.00  
(Total Bid Schedule 6):

**ADDENDA.**

The undersigned acknowledges receipt of addenda number(s) 1 & 2 and agrees that their requirements have been included in this bid proposal.

-

**CONTRACT COMPLETION TIME.**

The bidder agrees to start the work under this contract and proceed to completion as outlined in attachment 1 - project specifications.

**LIQUIDATED DAMAGES.**

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane as outlined in attachment 1 - project specifications.

**BIDDER RESPONSIBILITY.**

Washington State Contractor's Registration No. GARCOCI928D5  
(must be in effect at time of bid submittal)

U.B.I. Number 602 809 160

Washington Employment Security Department Number 42091000-9

Washington Excise Tax Registration Number 26-2160084

City of Spokane Business License Number T12054470BUS  
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

**BID SECURITY.**

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

**NON-COLLUSION.**

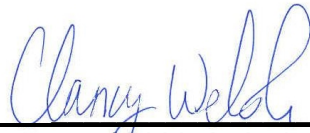
The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

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

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

Name of Bidder: Garco Construction, Inc.

-

  
\_\_\_\_\_  
*Signature of Bidder's Authorized Representative*

Clancy Welsh, President  
\_\_\_\_\_  
*Title*

4114 East Broadway  
Spokane, WA 99202  
\_\_\_\_\_  
*Address*

509.535.4688  
\_\_\_\_\_  
*Phone*

**IF INDIVIDUAL**

Signed and Sworn To (or Affirmed) Before Me On \_\_\_\_\_  
*date*

(Seal Or Stamp)

\_\_\_\_\_  
*Signature of Notary Public*

My appointment expires \_\_\_\_\_

**IF PARTNERSHIP**

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On \_\_\_\_\_  
*date*

(Seal Or Stamp)

\_\_\_\_\_  
*Signature of Notary Public*

My appointment expires \_\_\_\_\_

**IF CORPORATION**

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On April 4, 2022  
date

(Seal Or Stamp)



Kathleen M. Webley  
Signature of Notary Public

My appointment expires October 22, 2024

-  
**THIS FORM MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM IF BEING PROVIDED WITH YOUR BID RESPONSE. IF YOU ARE PROVIDING WITHIN ONE (1) HOUR AFTER THE PUBLISHED BID SUBMITTAL TIME – EMAIL THIS FORM TO [TPRICE@SPOKANECITY.ORG](mailto:TPRICE@SPOKANECITY.ORG) BY 2:00 PM ON THE BID DUE DATE.**

# SUBCONTRACTOR LIST

**City of Spokane Project Name: DON KARDONG BRIDGE  
REHABILITATION**

*This form is to be submitted with the Bid Proposal, or within one (1) hour after the published bid submittal time.*

**RCW 39.30.060 (as amended) states:**

*“Every invitation to bid on a prime contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work ... shall require each prime contract bidder to submit as part of the bid, or within one (1) hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work.*

***The prime contract bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void.” (emphasis added)***

**Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):**

[Midland Electric Inc](#)

**Work to be performed:**

[Electrical](#)

**Subcontractor Named: (List prime contract bidder if prime contract bidder intends to self-perform the work)**

**Work to be performed:**

**Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):**

**Work to be performed:**

**Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):**

**Work to be performed:**

**CERTIFICATIONS, ASSURANCES AND BENEFICIAL INTEREST DISCLOSURE FORM 1.**

1. The following certifications and assurances are given as a required element of the submission with the understanding the truthfulness of the facts affirmed here and the continuing compliance with these requirements and all requirements of this Invitation to Bid are conditions precedent to the award or continuation of the related Agreement(s) and that:
2. In preparing this response, no assistance has been rendered by any current or former employee of the Agency whose duties relate, or did relate, to this bid, or prospective Agreement, and who was assisting in other than his or her official, public capacity. Any exceptions to these assurances are to be listed and described in full detail (which is to include the name of the person, organization and relationship and interest) on a separate page and attached to this document; and
3. No officer or employee of the Agency, having the power or duty to perform an official act or action related to this submittal, shall have or acquire any interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal; and
4. In submitting this bid, we have read and understand the bid documents, that we have visited the site and/or have otherwise familiarized our self with the local conditions under which the work is to be performed, that by signature of this certification we are acknowledging all requirements and signed all certificates contained herein and that no allowance will be sought after bids are received for oversight, omission, error, or by our mistake; and
5. In submitting the bid to do the work or furnish goods and services as outlined in the Contract Specifications, I hereby certify that we have not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension." Further I certify that this Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations.
6. As of July 1, 2019, we have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following: Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or Be certified exempt by the Department of Labor and Industries by having completed three (3) or more public work projects and have had a valid business license in Washington for three (3) or more years.

SIGNATURE: \_\_\_\_\_

PRINTED NAME & TITLE: \_\_\_\_\_

Clancy Welsh, President

DATE: April 4, 2022

## MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, it may award subcontracts to or enter into supply agreements with the following firms as indicated *(use additional sheets if necessary)*:

| NAME OF MBE/WBE* | IDENTIFICATION & VALUE OF<br>SUBCONTRACTS / SUPPLIES |
|------------------|--|
|------------------|--|

|     |  |
|-----|--|
| N/A |  |
|     |  |
|     |  |
|     |  |
|     |  |
|     |  |
|     |  |

|  |                     |               |                |
|--|---------------------|---------------|----------------|
| MINORITY BUSINESS<br>SUBCONTRACTING GOAL | \$ <u>48,735.00</u> | MBE TOTAL     | \$ <u>0.00</u> |
| WOMEN'S BUSINESS<br>SUBCONTRACTING GOAL  | \$ <u>48,735.00</u> | WBE TOTAL     | \$ <u>0.00</u> |
| COMBINATION GOAL:                        | \$ <u>97,470.00</u> | MBE/WBE TOTAL | \$ <u>0.00</u> |

\*Designate MBE or WBE

Mr./ (Mrs.) / Ms. Kathy Webley has been designated as the liaison officer for the administration of the dollar value of contract work to be performed by MBE/WBE firms.

-  
**THIS PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.**

**BID BOND**

We, \_\_\_\_\_ as Principal,  
and See Attached Copy on file with the City of Spokane as Surety,  
are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the

**DON KARDONG BRIDGE REHABILITATION**

according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on \_\_\_\_\_

AS PRINCIPAL

By: \_\_\_\_\_

Title: \_\_\_\_\_

A valid POWER OF ATTORNEY must accompany this bond.

\_\_\_\_\_  
AS SURETY

By: \_\_\_\_\_  
Attorney in Fact



## ANNUAL BID BOND

WE, Garco Construction, Inc. as principal and Travelers Casualty and Surety Company of America, as surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the sum of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00), for the payment of which we jointly and severally bind ourselves, and our assigns, successors, and legal representatives.

### THE CONDITIONS OF THE OBLIGATION ARE:

The Principal may be submitting bids/proposals for furnishing supplies, material, equipment and/or work to the City of Spokane; and desires that its submitted bids be covered by an annual bid bond instead of a separate bid bond for each bid.

If the City of Spokane makes timely award to the Principal according to the terms of the Principal's bid/proposal; and the Principal, within the specified time, executes the proposed agreement and furnishes performance and payment bond(s), as required, then this obligation shall be null and void.

If the Principal fails to execute the proposed agreement and furnish the required bond(s) within the specified time, the Principal, or the Surety if the Principal is unable to perform, shall pay to the City of Spokane the bid bond sum shown in the individual bid as liquidated damages; provided, that the liability of the Surety is limited to no more than \$3,000,000.00 under this bond at any one time.

This bond shall take effect on October 1, 2021 and run for a term of one (1) year thereafter.

SIGNED AND SEALED on August 21, 2020



\*A valid POWER OF ATTORNEY for the surety's agent must accompany this bond.



Garco Construction, Inc.,  
As Principal

By: Clancy Welsh  
Title: Clancy Welsh, President

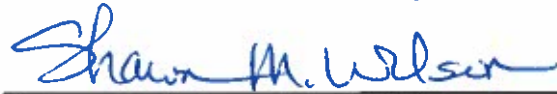
Travelers Casualty and Surety Company of America,  
As Surety\*

By: Nicholas W. Paget  
Its Attorney in Fact Nicholas W. Paget

STATE OF Washington                     )  
   ) ss.  
County of Spokane                     )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
Nicholas W. Paget signed this document; on oath stated that he/she was  
authorized to sign the document and acknowledged it as the agent or representative of  
the named surety company which is authorized to do business in the State of  
Washington, for the uses and purposes mentioned in this document.

Dated on August 21, 2020



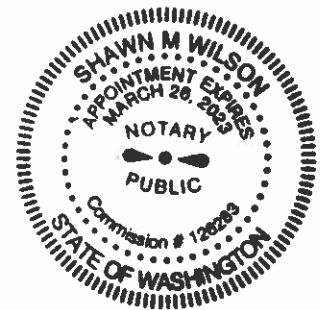
Notary Public in and for the State of  
Washington, residing in Spokane, WA

Shawn M. Wilson

My appointment expires March 26, 2023

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney





## City of Spokane, Washington Supplemental Bidder Responsibility Criteria

|   |   |
|---|---|
| After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.  |   |
|   |   |
| Project Name: Don Kardong Bridge Rehabilitation   |   |
|   | Project # 5599-22                           |
| <b>Part A: General Company Information</b>  |   |
| Company Name  | Garco Construction, Inc.                    |
| Address   | 4114 East Broadway, Spokane WA 99202        |
| Contact Name and Title  | Tim Loucks, Vice President - Civil Division |
| Contact Phone   | 509.755.7222                                |
| Contact E-mail  | tloucks@garco.com                           |
| Years in business as a Prime Contractor   | 43  |
| Years in business as a sub-contractor   | 43  |
| Years in business under present Name  | 43  |
| List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years N/A  |   |
| Explain reason for name change(s) in the past five (5) years  |   |
|   |   |
| <b>Part B: Work Experience</b>  |   |
| If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project.   |   |
| <b>List three (3) similar construction projects.</b>  |   |
|   |   |
| <b>Part C: Performance Evaluation</b>   |   |
| Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last seven (7) years?  |   |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |   |
| If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.   |   |
|   |   |
| <b>Part D: Record of Debarment / Disqualification</b>   |   |
| Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years? |   |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |   |
| If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.  |   |

|  |
|--|
| <b>Part E: Safety</b>  |
| In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?   |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |
| If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.   |
|  |
| <b>Part F: Environmental</b>   |
| In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?  |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |
| If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.                                  |
|  |
| <b>Part G. Utilization Requirements</b>  |
| In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?   |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |
| If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.  |
|  |
| <b>Part H: Discrimination</b>  |
| Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?   |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |
| If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.   |
|  |
| <b>Part I. Prevailing Wage</b>   |
| In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?  |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |
| If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City. |

|   |
|---|
| <b>Part J: Public Bidding Crime (Criminal Convictions)</b>  |
| Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?   |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |
| If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s)   |
|   |
| <b>Part K. Claims Against Retainage and Bonds</b>   |
| Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?  |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |
| If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion. |
|   |
| <b>Part L. Termination for Cause</b>  |
| Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?  |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |
| If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.  |
|   |
| <b>Part M: Litigation</b>   |
| Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?   |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |
| If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.   |
|   |
| <b>Part N: Delinquent State Taxes</b>   |
| Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?   |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |
| If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".  |

## Part O: Subcontractor Responsibility

Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?

☒ Yes ☐ No

If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.

**Signature**

The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.

Signature of Authorized Representative

Date April 7, 2022

Tim Loucks

Vice President - Civil Department

Printed Name of Authorized Representative

Title

## Instructions for the Supplemental Bidder Responsibility Form

|   |
|---|
| After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attached documentation to the City of Spokane Purchasing Section by one of the methods listed below within twenty four (24) hours of notification.   |
| The City's evaluation may include further investigations to establish the responsibility, qualifications, financial resources and experience of a bidder to complete the work of this contract. The City may contact previous owners or others to validate the information provided by the bidder. The City will assess the information provided and other information gathered in determining whether a bidder is responsible. List all information you feel is relevant to the City making an informed decision. The City reserves the right to request additional information from the bidder. |
| For criteria with check boxes, the bidder will check either "Yes" or "No. " For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.  |
|   |
| <b>Form Submittal:</b>  |
|   |
| Submit this form to Purchasing Department by one of the following methods within twenty four (24) hours after the time of notification (unless the specifications provide a different time or date)   |
|   |
| Email (preferable) <a href="mailto:tprince@spokanecity.org">tprince@spokanecity.org</a>   |
| with the Email Subject line: Supplemental Bidder Form for Don Kardong<br>Bridge Rehabilitation  |
| Questions: Please call (509) 625-6400   |

## Attachment to Supplemental Bidder Responsibility Criteria

### Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

|  |                                  |  |                                     |
|--|----------------------------------|--|-------------------------------------|
| <b>PROJECT DETAIL</b>  |                                  |  |                                     |
| Bidder's Company Name<br>Garco Construction, Inc.  |                                  | Bidders Contact Name & Phone Number<br>Tim Loucks, Vice President Civil Division; 509.755.7222 |                                     |
| Project Name<br>Riverfront Park North Suspension Bridge  |                                  | Project Contract Number:<br>2021-0265  |                                     |
| Project Owner<br>City of Spokane   |                                  | Project Location<br>Spokane, WA  |                                     |
| Project Owner Contact Name & Title<br>Garrett Jones, Director of Parks & Recreation,<br>City of Spokane  |                                  | Owner's Telephone Number<br>509.795.99.36<br>gjones@spokanecity.org                            |                                     |
| Notice to Proceed Date<br>04/2021  | Final Completion Date<br>03/2022 | Awarded Contract Value<br>\$2,129,949  | Final Contract Price<br>\$2,132,558 |
| Prime Contractor Name (If Not Bidder)<br>NA  |                                  | Contractor Contact Name & Phone Number (If Not Bidder)<br>NA                                   |                                     |
| <p><b>Brief Project Description</b></p> <p>This project centered around repairs and upgrades to a 268-foot long cable suspension bridge over the Spokane River in Riverfront Park, Spokane, WA. This work entailed complete removal of the existing concrete bridge deck and bridge-supported utilities, repairs to the structural steel framing, including removal and replacement of all of the hanger cable assemblies, construction of a new reinforced concrete deck, and removal, modification, and reinstallation of the bridge pedestrian railing. In addition, the concrete roof deck slabs for the existing underground concrete vaults at each end of the bridge were removed and replaced, new electrical/communications conduits and illumination were installed.</p> |                                  |  |                                     |
| <p><b>Brief Summary of Technical Work Completed by Bidder, Including Any Relevant Details to Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications</b></p> <p>Garco self-performed 69% of the work on this project including all demolition, reinforced concrete construction, structural steel repair, and metal decking scopes.</p>  |                                  |  |                                     |



## Attachment to Supplemental Bidder Responsibility Criteria

### Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

|  |                                  |  |                                     |
|--|----------------------------------|--|-------------------------------------|
| <b>PROJECT DETAIL</b>  |                                  |  |                                     |
| Bidder's Company Name<br>Garco Construction, Inc.  |                                  | Bidders Contact Name & Phone Number<br>Tim Loucks, Vice President Civil Division; 509.755.7222 |                                     |
| Project Name<br>SH-41 BN RR Bridge   |                                  | Project Contract Number:<br>8282   |                                     |
| Project Owner<br>Idaho Department of Transportation  |                                  | Project Location<br>Oldtown, Idaho   |                                     |
| Project Owner Contact Name & Title<br>Mason Palmer, Associate Engineer<br>Idaho Department of Transportation   |                                  | Owner's Telephone Number<br>208.772.1279<br>mason.palmer@itd.idaho.gov                         |                                     |
| Notice to Proceed Date<br>2/2018   | Final Completion Date<br>11/2019 | Awarded Contract Value<br>\$5,549,000  | Final Contract Price<br>\$5,792,593 |
| Prime Contractor Name (If Not Bidder)<br>NA  |                                  | Contractor Contact Name & Phone Number (If Not Bidder)<br>NA                                   |                                     |
| <p><b>Brief Project Description</b></p> <p>This two-year project constructed a new bridge on SH-41 spanning BNSF RR lines and split longitudinally on the Washington/Idaho state line, which required extensive collaboration with BNSF, Pend Oreille Valley Authority (local railroad operator), WSDOT and ITD. The project included demolition of a 173-foot long, three-span existing concrete bridge and construction of a new 237-ft long three-span steel plate girder bridge. The bridge was demolished and constructed in two stages longitudinally to maintain constant vehicle traffic. Work also included reconstruction of the approaches with structural earth walls, HMA paving, sidewalks, and driveway accesses.</p> |                                  |  |                                     |
| <p><b>Brief Summary of Technical Work Completed by Bidder, Including Any Relevant Details to Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications</b></p> <p>Garco self-performed 63% of the work on this project including erosion control, temporary earth shoring, reinforced concrete construction, structural steel erection and metal decking, and bridge railing scopes.</p>   |                                  |  |                                     |

## Attachment to Supplemental Bidder Responsibility Criteria

### Work Experience Form

|  |                                  |  |                                      |
|--|----------------------------------|--|--------------------------------------|
| Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.   |                                  |  |                                      |
| <b>PROJECT DETAIL</b>  |                                  |  |                                      |
| Bidder's Company Name<br>Garco Construction, Inc.  |                                  | Bidders Contact Name & Phone Number<br>Tim Loucks, Vice President Civil Division; 509.755.7222 |                                      |
| Project Name<br>University District Gateway Bridge   |                                  | Project Contract Number:<br>2012119  |                                      |
| Project Owner<br>City of Spokane   |                                  | Project Location<br>Spokane, WA  |                                      |
| Project Owner Contact Name & Title<br>Kyle Twohig, Director of Engineering Services,<br>City of Spokane  |                                  | Owner's Telephone Number<br>509.625.6152<br>ktwohig@spokanecity.org                            |                                      |
| Notice to Proceed Date<br>03/2017  | Final Completion Date<br>12/2018 | Awarded Contract Value<br>\$9,499,047  | Final Contract Price<br>\$10,383,579 |
| Prime Contractor Name (If Not Bidder)<br>NA  |                                  | Contractor Contact Name & Phone Number (If Not Bidder)<br>NA                                   |                                      |
| <b>Brief Project Description</b><br>This is a visionary project featuring visual elegance and promoting revitalization and connectivity. The bike and pedestrian bridge provides healthy, inexpensive alternatives to increased traffic congestion for those living, working, studying and playing in the University District and the emerging South University neighborhood. The design provides a stunning effect capturing the gateway from north to south Spokane. The arch of the bridge stands 120 feet tall. Garco understood the importance of this project from the beginning and gave extreme attention to detail and planning to ensure a stunning finished project. Unique aspects of the construction included a design-change to cast-in-place pylons, uncommon cable-stayed bridge design, and working adjacent to and over three BNSF railroad tracks. |                                  |  |                                      |
| <b>Brief Summary of Technical Work Completed by Bidder, Including Any Relevant Details to Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications:</b><br>Garco self-performed 58% of the work on this project including reinforced concrete construction, sitework concrete, structural steel and stay cable erection, metal decking, metal grating, and bridge railing scopes.   |                                  |  |                                      |

## Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

|   |                                  |  |                                     |
|---|----------------------------------|--|-------------------------------------|
| Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.  |                                  |  |                                     |
| <b>PROJECT DETAIL</b>   |                                  |  |                                     |
| Bidder's Company Name<br>Garco Construction, Inc.   |                                  | Bidders Contact Name & Phone Number<br>Tim Loucks, Vice President Civil Division; 509.755.7222 |                                     |
| Project Name<br>Tolt Bridge Emergency Repair  |                                  | Project Contract Number:<br>C01191C17  |                                     |
| Project Owner<br>King County Road Services Division, Dept. of Transportation  |                                  | Project Location<br>Carnation, WA  |                                     |
| Project Owner Contact Name & Title<br>Victor Daggs Sr, Supervising Engineer King County Road Services Division, Department of Transportation  |                                  | Owner's Telephone Number<br>victor.daggs@kingcounty.gov<br>Office 206.296.6575                 |                                     |
| Notice to Proceed Date<br>03/2018   | Final Completion Date<br>11/2018 | Awarded Contract Value<br>\$2,262,000  | Final Contract Price<br>\$2,283,391 |
| Prime Contractor Name (If Not Bidder)<br>NA   |                                  | Contractor Contact Name & Phone Number (If Not Bidder)<br>NA                                   |                                     |
| <b>Brief Project Description</b><br>This project included retrofitting specific truss connections with additional gusset plates and replacement of existing gusset plates each requiring additional bolts and replacing specific bolted connections with upgraded A490 bolts. Lower Chord gusset plate connections were increased in size to meet current seismic code requirements and upper chord connections added connection points. After the existing connections were replaced and inspected, they were coated with a Zinc/Urethane paint system. All work was performed above water, while maintaining one-way alternating traffic. |                                  |  |                                     |
| <b>Brief Summary of Technical Work Completed by Bidder, Including Any Relevant Details to Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications:</b><br>Garco self-performed 86% of the work including all structural steel staged removal retrofitting, replacement and match drilling and bolting. The work performed by Garco was mostly elevated work requiring manlifts, scaffolding, suspended work platforms and climbing harnesses.   |                                  |  |                                     |

## **Part O – Subcontractor Responsibility**

Prior to issuing subcontracts the Contractor verifies eligibility to work on Public Works by reviewing the subcontractor's Washington contractor's license which includes the information referenced in RCW 39.04.350 (referenced in RCW 39.06.020). The subcontract issued to eligible companies includes language regarding their responsibility to pass thru the verification to any sub-tier subcontractors they intend to utilize. The Contractor also verifies the subcontractor's safety record via subcontract appendix.



|          |  |                |            |
|----------|--|----------------|------------|
| TO:      |  | SUBCONTRACT #: | XXXXXX-XXX |
| PHONE:   |  | DATE:          |            |
| CONTACT: |  | TRADE:         |            |
| JOB #:   |  | PRICE:         |            |

**PROJECT NAME:**

**PROJECT MANAGER:**

**LOCATION:**

### **SUBCONTRACT FORM**

*The following is your contract number and must be referenced on all correspondence: XXXXXX-XXX*

*This Agreement has important legal and insurance consequences. Consultation with an attorney and insurance consultant is recommended with respect to its completion or modification.*

THIS AGREEMENT (hereafter "SUBCONTRACT") WAS PREPARED TO FAIRLY ALLOCATE RESPONSIBILITIES, RISKS AND EXPENSES ARISING OUT OF THE PERFORMANCE OF THIS WORK, AND IS MADE AND ENTERED INTO BY AND BETWEEN:

Garco Construction, Inc.  
4114 E Broadway Ave  
Spokane, Washington 99202

(hereafter "Contractor"), and

(hereafter "Subcontractor").

**Contractor has entered into a contract with:**

(hereafter "Owner")

**To perform certain labor, furnish certain materials and equipment for the construction and completion of:**

(hereafter "Project") as per the project plans, general, supplementary and special conditions, specifications, and addenda/amendments and the following:

- 1) Form of Agreement between Owner and Contractor dated
- 2) Form of Agreement between Contractor and Subcontractor dated
- 3) Project Specifications dated
- 4) Project Drawings dated
- 5) Contract Addenda/ Amendments
- 6) Bid Options/ Alternates

**As prepared by:**

(hereafter "Architect")

**All of which documents are hereinafter referred to as the "Main Contract".**

Contractor, for full, complete, and faithful performance of this Subcontract, agrees to pay Subcontractor:

- (a) **Lump Sum in the amount of:**  
**XXX Dollars And XXX Cents (\$0.00)**
- (b) **Unit Prices and Allowances:**

In consideration therefore, Subcontractor agrees as follows:

1. To furnish and perform all work as described in Paragraph 5 hereof, for the construction of:
2. To be bound by all laws, government regulations, and orders and all terms and conditions of the Main Contract, to the extent of the work herein subcontracted, which provisions are hereby incorporated by reference, and all of the terms and conditions of this Subcontract. Subcontractor shall also be bound by the requirements, Terms and Conditions of the Attachment(s) and/or Appendix(s) attached hereto.
3. Certified payroll reports are to be submitted online using the **e-Mars** system on a weekly basis including no work weeks.
4. Subcontractor shall utilize Procore Construction Management Software for management of the Project, including by way of example: Submittals, Drawings and Specifications, Schedules, Meeting Minutes, Change Order Requests, Change Orders, Requests for Information, Punchlist and Warranty Items, and Safety Violations.
5. Scope of Work:

**Specific Inclusions:**

.

**Specific Exclusions:**

.

6. Submittals must be submitted electronically via Procore no later than 30 days after receipt of your notice to proceed. All progress payments will be held until these documents have been submitted. Subcontractor shall be responsible for reviewing submittal packages prior to submitting to Contractor. Submittals shall be reviewed for conformance to specifications, plans and contract documents; Subcontractor shall track its submittals through the review process to ensure they are approved in a timely manner so as not to delay delivery of materials. Any submittals that deviate from the requirements in the contract documents must be clearly identified and noted why they do not comply. All costs and or delays associated with transmitting submittal packages that are not all inclusive and do not conform to the contract documents shall be back charged to subcontractor.
7. Under provisions of Paragraph (O) herein, a bond ☐ is / ☐ **is not** required in this Subcontract.
8. The insurance regulations are listed in the Insurance Appendix attached to this Agreement as Appendices No. 1 and 1A.

**“CERTIFICATE OF INSURANCE IS REQUIRED AND PROOF OF INSURANCE MUST BE PROVIDED TO CONTRACTOR PRIOR TO COMMENCING THE WORK”**

*This Subcontract must be executed below by an officer or duly authorized representative of Subcontractor without modification, and returned to Contractor within fifteen (15) days of its receipt. If not, and if Subcontractor elects to perform any of the Subcontract Work without first securing a fully executed Subcontract, then Subcontractor shall be deemed to have accepted this Subcontract unmodified, as issued. The effective date of this Subcontract shall be the earlier of fifteen (15) days following its receipt by Subcontractor, or the date of Subcontractor's signature without modification. Subcontractor's delivery to Contractor of the executed Subcontract without modification, along with suitable bonds, if required herein, and proof of insurance as required herein, are all express conditions precedent to any payment to Subcontractor.*

**IN WITNESS WHEREOF, CONTRACTOR and SUBCONTRACTOR** have executed this agreement, as signed and dated below.

GARCO CONSTRUCTION, INC.

By \_\_\_\_\_  
CONTRACTOR (Authorized Signature)

By \_\_\_\_\_  
SUBCONTRACTOR (Authorized Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

WA - GARCOCI928D5  
\_\_\_\_\_  
Registration Number

\_\_\_\_\_  
Registration Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Unemployment Insurance Reference Number

\_\_\_\_\_  
Workers' Compensation Account I.D. Number

\_\_\_\_\_  
Date

## **SUBCONTRACT GENERAL CONDITIONS**

### **A. OBLIGATIONS AND RESPONSIBILITIES**

1. Main Contract and Warranty Obligations. It is agreed that Subcontractor will assume toward Contractor all obligations and responsibilities which Contractor has assumed toward Owner under the Main Contract to the extent of the Work herein subcontracted, and Subcontractor shall be entitled to all privileges and protections granted Contractor by Owner under the Main Contract. In case of conflict between the terms of this Subcontract and the Main Contract, this Subcontract shall control. Subcontractor warrants and guarantees the Work covered by this Subcontract and agrees to make good, at its own expense, any defect in materials or workmanship which may occur or develop prior to the Contractor's release from responsibility to the Owner therefor. A copy of the Main Contract will be made available upon request.

2. Assignment. Subcontractor agrees not to assign or subcontract a substantial portion of the performance of this Subcontract without the prior written consent of Contractor. Subcontractor shall designate in writing all lower tier subcontractors to Contractor and shall not subsequently change lower-tier subcontractors without Contractor's approval. Contractor shall furnish to Subcontractor, upon Subcontractor's request, the legal description of the premises covered by the Main Contract.

3. Execution and Effective Date. This subcontract must be executed below by an officer or duly authorized representative of Subcontractor without modification, and returned to Contractor within fifteen (15) calendar days from the date of this subcontract. If not and if Subcontractor elects to perform any of the Work without first securing a fully executed Subcontract, the Subcontractor shall be deemed to have accepted this Subcontract unmodified, as issued. The effective date of this Subcontract shall be the earlier of fifteen (15) calendar days following its receipt by Subcontractor, or the date of Subcontractor's signature without modification. Subcontractor's delivery to Contractor of the executed Subcontract without modification, along with suitable bonds, if required herein, and proof of insurance as required herein, are all express conditions precedent to any payment to Subcontractor.

### **B. DRAWINGS**

Subcontractor agrees to furnish drawings, specifications, final selections of materials and other specified items in the quantity and at the time required by the Main Contract for approval by Owner or Owner's agent so as not to delay progress of the Work. All such specified items will be submitted to and maintained in Procore.

### **C. SCHEDULING**

Time is of the essence. Contractor shall give Subcontractor advance notice of anticipated starting date for Subcontract Work. Contractor shall consult with Subcontractor on development and update of a construction schedule at Subcontractor's request and shall make such schedule available to Subcontractor at Subcontractor's request. Subcontractor shall start Work on the date named by Contractor and shall complete the several portions and the whole of the Work herein described at such times as will enable Contractor to timely comply with the Main Contract. Subcontractor agrees to be bound by the Project Schedule and, if non-union, agrees to comply with 49.28 RCW and specifically RCW 49.28.065 regarding agreements to work four ten hour days. Subcontractor shall cooperate with Contractor and other subcontractors. Subcontractor shall comply with any written instructions given by Contractor, including instructions to suspend, delay or accelerate Subcontract Work. Subcontractor will be bound by any provisions in the Main Contract for liquidated damages and, if liquidated damages are assessed against Contractor by Owner, shall pay such damages for any delay to the extent caused by Subcontractor. The preceding language shall not be construed to deprive Contractor of any right to recover separate or additional damages for delay to the extent caused by Subcontractor.

Float is defined as the number of days by which a Work activity identified in Contractor's Schedule could be delayed from its "early start date" until the date upon which the Work activity would become a critical path activity. All float in the Contractor's Schedule shall belong to Garco exclusively, and may be used by Garco in determining if additional subcontract days are to be awarded for changes in the Subcontract. Subcontractor will not be entitled to an adjustment in the Subcontract time, the Subcontract schedule, or the Subcontract amount, or to any additional payment of any type by reason of Garco's use of float time. Extensions of time may be granted only for delays to activities on the critical path that actually delay the Project completion beyond the final completion date, or if delays to activities that transform an activity onto the critical path and, as a result cause the final completion date to be delayed beyond the final completion date specified in the Owner Contract.

### **D. PAYMENTS**

1. Subcontractor Registration. As may be required by the jurisdiction in which the Subcontract Work is being performed, prior to the commencement of the Subcontract Work and as a condition precedent to Subcontractor receiving any payment(s), Subcontractor shall furnish to Contractor a copy of Subcontractor's valid registration



card or wall certificate showing proof that Subcontractor is duly registered as a contractor with the Department of Labor and Industries, or its equivalent.

2. Payment. Subcontractor shall submit to Contractor applications for payment at such times as will enable Contractor to timely apply for payment from Owner, and no later than ten (10) calendar days prior to the date Contractor's payment application is due to the Owner. Unless otherwise mutually agreed, Contractor shall withhold retainage from Subcontractor in the amount of % or as required by law. Contractor's obligation to release retainage to Subcontractor shall be subject to proof that there are no unpaid claims which would provide the basis of a lien against the premises, retainage or payment bond, or subject to (1) withholding of sufficient funds or (2) furnishing an adequate and sufficient payment and performance bond. Subcontractor shall be paid for Work to date of Contractor's last progress billing date, as approved by the Architect or Engineer, within ten (10) days after Contractor has received payment for such progress billing. Owner's payment to Contractor for the Subcontractor's account is an absolute condition precedent to Contractor's obligations to make progress or final payments to the Subcontractor under this Subcontract. Subcontractor expressly agrees to bear the risk of the Owner's non-payment. Subcontractor is relying on the credit of Owner, rather than Contractor, for payment of its efforts. Final payment for Work under this Subcontract shall be made within ten days after Contractor has received final or complete payment provided Subcontractor has completed its Work and fulfilled each of its obligations under this Subcontract, subject to the following: (1) both Subcontractor's Work and the entire Project must be accepted by Owner; and (2) accurate proof of payment, in a form satisfactory to Contractor and Owner, of all amounts owed by Subcontractor in connection with this Subcontract must be provided, including conditional lien and claim waivers, releases and affidavits, and a statement certifying Subcontractor has complied with 49.28 RCW if Subcontractor is non-union. Except for claims previously made in accordance with the provisions under paragraph T. Disputes, Subcontractor's receipt of final payment shall constitute a waiver of any past, present or future claims by Subcontractor against Contractor arising out of or relating to the Subcontract. When required by Contractor, and as a pre-requisite for any payment, Subcontract shall provide in a form satisfactory to Contractor partial lien releases, claim waivers and affidavits of payment from Subcontractor, and its sub-subcontractors and suppliers of any tier, for the completed portion of Subcontractor's Work.

If the Main Contract permits payment for materials delivered to the job site or to satisfactory storage facilities, Subcontractor may invoice for materials so delivered and receive payment as outlined above; provided, however, that such stored materials shall be at the risk of Subcontractor until acceptance of the Subcontract Work. Subcontractor shall notify Contractor of the assignment of the proceeds of this Subcontract prior to such assignment and shall require the acceptance by Assignee of the terms of this Subcontract including the obligation for adjustments and return to Contractor of overpayments. Subcontractor acknowledges that all payments accepted by him or which are otherwise due under this Subcontract shall constitute a trust fund in favor of laborers, materialmen, governmental authorities, and all others who are legally entitled to claim a lien on the premises covered by this Subcontract or otherwise file a claim against any retainage or payment bond. Subcontractor shall pay its own subcontractors and suppliers all sums owed them within ten days of payment from or on behalf of Contractor. Subcontractor agrees that no assignment of any payment otherwise due under this Subcontract shall be effective without first securing the express approval of any assignee to the limitations contained in this subsection.

3. Progress Payments. Progress payments shall be deemed advances and are subject to adjustment at any time prior to final payment for errors, overpayment or Contractor's good faith determination that the remaining balance of payments may be insufficient to insure completion of Work covered by this Subcontract or to pay lien, retainage, or bond claims. If Contractor determines in good faith that Subcontractor is obligated to Contractor or anyone else for labor, fringe benefits, taxes, supplies, materials, equipment rental or other proper charges against the Work covered by this Subcontract, the amount of such obligation may be deducted by Contractor from any payment or payments, including retainage, made under this provision. Provided further that Contractor may from time to time require, and Subcontractor shall promptly provide, a statement in writing setting forth what amounts, if any, are due or payable by Subcontractor to third parties for labor, fringe benefits, taxes, supplies, materials, equipment, or other proper charges against the Work in connection with, or arising out of the performance of, this Subcontract. If retainage is held in an interest bearing account, then proportionate interest will be paid to Subcontractor.

Prior to release of any progress payments Subcontractor must be current with all insurance, bonding, change orders issued prior to pay period ending date, certified payroll, daily reports, monthly incident summary reports, lien releases, certifications indicating compliance with 49.28 RCW if Subcontractor is non-union, apprenticeship utilization reports, etc. Reference attached payment expediting log for project specific requirements.

4. Payment Verification and Joint Checks. If Contractor has reason to believe that Subcontractor is not complying with the payment terms of this Subcontract, Contractor shall have the right to contact Subcontractor's

subcontractors and suppliers to ascertain whether they are being paid by Subcontractor in accordance with this Subcontract. In the event Contractor has reason to believe that labor, material or other obligations are not being paid, Contractor may take any steps deemed necessary to assure that progress payments are utilized to pay such obligations, including but not limited to joint checks.

**E. CHANGE ORDERS**

Without invalidating this Subcontract and without notice to any surety, Contractor may, at any time or from time to time, order additions, deletions or revisions in the Work to be performed by Subcontractor. Change orders will be processed via Procore. Any changes in the Work will be executed under the conditions hereof and of the Main Contract, as applicable, except that no claim can be made for extra Work unless the same shall be agreed upon in writing by Contractor prior to the performance of any such extra Work. If additional Work has been fully accepted by Owner, payment shall be made to Subcontractor within ten (10) days after payment to Contractor unless the request for additional Work originated with Contractor, in which case payment will be made in a reasonable amount of time following acceptance of the Work as changed by Contractor. In case of any dispute over adjustment of the Subcontract price or time, Subcontractor shall proceed with the Work as changed and the dispute shall be resolved in accordance with the procedures set forth in the Main Contract, to the extent that Contractor is bound by such procedures, otherwise by the procedures set forth in Paragraph (S). Subcontractor agrees to proceed with the Work as changed when so ordered in writing by Contractor so as not to delay the progress of the Work, as changed, and pending any determination of the value thereof.

If conditions are encountered at the Project site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Subcontractor shall give notice to Contractor promptly before conditions are disturbed and in compliance with the timelines stated herein or in the Main Contract if specified.

In no case shall Subcontractor be entitled to any additional compensation or extension of time unless Subcontractor shall have made a written request identifying any relief or remedy requested and specifying in sufficient detail the reasons Subcontractor believes it is entitled to additional compensation or extension of time to enable Contractor to ascertain the basis and amount of Subcontractor's claim. Such written request shall be given to Contractor within two (2) business days' after Subcontractor knew or reasonably should have known of the condition giving rise to the request for additional compensation and or time, and within sufficient time to permit Contractor to give timely notice to Owner, if required, and in no event later than three (3) business days prior to the notice date specified in the Main Contract; otherwise such claim shall be deemed to be waived and Subcontractor shall have no right to maintain an action in mediation or litigation arising thereof. Subcontractor shall provide to Contractor, in writing: (a) the date of the protested change order or the date additions, deletions or revisions to the Work were directed; (b) the nature and circumstances which caused the protest; (c) the contract provisions that support the protest; (d) the estimated dollar cost, if any, of the protested Work and how that estimate was determined; (e) an analysis of the progress schedule showing the schedule change or disruption if the Subcontractor is asserting a schedule change or disruption; and (f) any other supporting documentation required by the Owner and Main Contract, if applicable, no later than ten (10) business days after Subcontractor provided its written request and at least three (3) business days prior to the date any supporting information is required to be provided by the Main Contract, whichever is sooner.

Subcontractor acknowledges that, unless expressly stated otherwise within a written change order, any change in the Subcontract price and or time effected through a written change order shall constitute full payment and accord and satisfaction for all costs incurred, labor performed, material and equipment furnished, and any delay, acceleration, or loss of efficiency associated with the change in the Subcontract Work. In no event shall Contractor be liable to Subcontractor for any overhead, interest, loss of profit, nor for any indirect, special, or consequential damages.

**F. NATURE OF WORK**

Subcontractor has satisfied itself as to the nature and location of the Work, the character, kind and quantity of material to be encountered, the character, kind and quantity of equipment needed, the location, conditions and other matters which can in any manner effect the Work under this Subcontract agreement, and acknowledges that Subcontractor has had a reasonable opportunity to examine the site, all of the Main Contract documents and this Subcontract. Prior to commencing Work, Subcontractor shall examine the site and any surfaces upon which Work is to be performed, and shall notify Contractor in writing of any conditions which might adversely affect its Work; failure to do so will constitute a waiver of entitlement to any additional compensation or contract time arising out of such conditions. Such waiver shall not apply to latent or hidden conditions unknown to Subcontractor following a reasonable examination, unless disclosure of such conditions is required under the

Main Contract. This clause shall not be understood to relieve Subcontractor of any additional notice requirements under this Subcontract or the Main Contract.

**G. SUBCONTRACTOR EMPLOYER**

Subcontractor has the status of “employer” as defined by the Industrial Insurance Workers’ Compensation, Unemployment Compensation, Social Security, and other similar acts of the federal, state and local government. Subcontractor shall withhold from its payroll applicable Social Security taxes, Workers’ Compensation and Unemployment Compensation contributions, and withholding taxes and pay the same; Contractor shall be in no way liable as an employer of, or on account of, any employees of Subcontractor. Before final payment is made under this Subcontract, Subcontractor shall furnish Contractor affidavits certifying that it has complied with these laws, rules and regulations. Subcontractor hereby agrees to indemnify Contractor for any and all liability under such laws arising from the Work performed under this Subcontract.

**H. PERMITS, TAXES**

1. Permits. Subcontractor shall apply for all required permits within ten (10) calendar days of execution of this Subcontract. Subcontractor shall submit written documentation of permit issuance to Contractor prior to the first payment to Subcontractor being considered due and payable.

Subcontractor shall obtain and pay for all permits, fees, and licenses necessary for the performance of this Subcontract and shall pay any and all federal, state, and local taxes, applicable to the Work to be performed under this Subcontract. Owner or Contractor shall obtain and pay for the initial building permit applicable to the Main Contract and unless stated otherwise herein shall be responsible, as between Contractor and Subcontractor, for payment of state sales/use taxes applicable to the project.

2. Taxes. Subcontractor agrees to pay all international, import, excise, VAT, duty, federal, state, or local taxes imposed by law upon or on account of the performance, manufacture, sale, or delivery of the Work, or any portion therefore, furnished in accordance with this Subcontract and/or the Main Contract. The price quoted for the Subcontract Work and any change orders shall include any and all applicable federal, state and local sale, use, excise and other similar taxes payable in the location of the Project Site. Failure to comply with this provision shall constitute a material and substantial breach of this Subcontract, and Subcontractor shall be liable for the full amount of any unpaid taxes and penalties, as well as any costs incurred by Contractor to recover the same, including but not limited to personnel costs, attorney and expert fees, court costs and all other claim-related expenses to the fullest extent permitted by law.

**I. MATERIALS AND EQUIPMENT**

Materials delivered by or for Subcontractor and intended to be incorporated into the construction hereunder shall remain on the job site and shall become property of Owner upon payment, but Subcontractor may repossess any surplus materials remaining at the completion of the contract. All scaffolding, apparatus, ways, works, machinery, and plants brought upon the premises by Subcontractor shall remain his property. It shall be Subcontractor’s responsibility to unload, store, and protect its materials, to bear the risk of loss thereof and to protect such material against loss until actually incorporated into the Work, and until the Work is accepted, even though title thereto may previously have passed to the Owner under the preceding provisions, except that Subcontractor shall not bear that portion of such loss to the extent it arose out of the fault of Contractor or its employees.

Subcontractor or its agents, employees, sub-subcontractors or suppliers of any tier may only use Contractor’s tools or equipment after first obtaining prior approval from Contractor. Contractor makes no express or implied warranties with respect to the condition or fitness of said equipment and any such warranties are expressly disclaimed. The use of Contractor’s equipment by Subcontractor or its agents, employees, sub-subcontractors or suppliers of any tier shall constitute an express agreement to rent said tools or equipment at the then prevailing rate as set forth in the current Rental Rate Blue Book. Subcontractor is responsible for complying with all laws and regulations and payment of any penalties or fines resulting from the use of same. Subcontractor shall be solely liable for and shall indemnify, defend and hold contractor harmless from any damage to, and arising from the use of, such equipment, including damages related to personal injury, including death, while under Subcontractor’s control or the control of Subcontractor’s agents, employees, sub-subcontractors or suppliers of any tier.

**J. TERMINATION, SUSPENSION, DEFAULT, AND BANKRUPTCY**

1. Termination:

(a) *Termination of Work under the Main Contract*: In the event Contractor’s Work under the Main Contract is terminated, other than for Contractor’s default, prior to Project completion, an equitable adjustment to the contract price for Work performed under this Subcontract prior to such termination will be made if and as

provided for in the Main Contract; or, failing this method, by alternative resolution procedures as provided for in the Disputes clause of this Subcontract.

(b) *Termination for Convenience*: Contractor may upon written notice to Subcontractor, without cause and without prejudice to any other right or remedy, elect to terminate the remaining Work for Contractor's convenience. The termination shall be effective in the manner specified in Contractor's notice. Unless Contractor's notice directs otherwise, Subcontractor shall immediately discontinue performance of the Work and the placing of orders for equipment, materials, supplies, and other items and demobilize from the Project. Subcontractor shall take all necessary steps to preserve and protect the Work in progress and shall use its best efforts to mitigate its costs in connection with the termination. In the event of such termination for convenience, Subcontractor shall be entitled to receive payment for Work performed and reasonable, actual costs incurred by Subcontractor in terminating the Work (but excluding any and all costs and expenses incurred by Subcontractor from and after the date of termination for those of its employees who are not directly performing required termination activities). Subcontractor may be entitled to reasonable overhead and profit on unperformed Work only to the extent Contractor is able to recover such overhead and profits from Owner.

2. Suspension of Work: In the event Owner, for any cause other than Contractor's default, temporarily suspends Work under the Main Contract, Contractor may order Subcontractor to suspend Work under this Subcontract. Subcontractor shall not be entitled to any additional compensation or damage for such suspensions, except, and only to the same extent, Contractor receives additional compensation from Owner under the provisions of the Main Contract for Work covered by this Subcontract.

3. Default: If Subcontractor refuses or fails to supply enough properly-skilled workers or materials to maintain the schedule of Work, refuses or fails to make prompt payment to sub-subcontractors or suppliers of labor, materials or services, fails to correct, replace, or re-execute faulty or defective work done or materials furnished, disregards the law, ordinances, rules, regulations or orders of any public authority having jurisdiction, files for bankruptcy, either voluntarily or involuntarily, or is guilty of a substantial breach of this Subcontract, and fails to correct the default and maintain the corrected condition within not less than three (3) working days of receipt of written notice of the default, then Contractor, without prejudice to any rights or remedies otherwise available to it, shall have the right to any or all of the following remedies:

(a) Supply such numbers or workers and quantity of materials, equipment, and other facilities as Contractor deems necessary for the completion of Subcontractor's Work, or any part thereof, which Subcontractor has failed to complete or perform after the above notice, and to charge the cost thereof to Subcontractor who shall be liable for the payment of same including reasonable overhead and profit.

(b) Contract with one or more additional subcontractors to perform such part of Subcontractor's Work, as Contractor shall determine to provide prompt completion of the project and charge the cost thereof to Subcontractor.

(c) Withhold payment of any monies due or to become due Subcontractor pending corrective action to the extent required and to the satisfaction of Contractor.

(d) Terminate this Subcontract, use any materials, implements, equipment, appliances, or tools furnished or belonging to Subcontractor to complete Subcontractor's Work and furnish those materials, equipment, and/or employ such workers as Contractor deems necessary to maintain the orderly progress of the Work: Subcontractor's equipment shall only be utilized when equivalent equipment is not locally available to lease and will not be supplied by a substitute subcontractor and when procurement of substitute equipment will not delay completion of the Main Contract. All of the costs, including reasonable overhead, and profit, incurred by Contractor in arranging to and performing Subcontractor's Work shall be charged to Subcontractor and Contractor shall have the right to deduct such expenses from monies due or to become due Subcontractor. Subcontractor shall be liable for the payment of any expenses incurred in excess of the unpaid balance of the Subcontract Price.

(e) In the event of any emergency, Contractor may proceed as above without notice.

#### 4. Bankruptcy:

(a) *Interim Remedies*. If Subcontractor is not performing in accordance with the Progress Schedule at the time a petition in bankruptcy is filed, or at any subsequent time, Contractor, while awaiting the decision of Subcontractor or its Trustee to reject or to assume this Subcontract, and provide adequate assurance of its ability to perform, may avail itself of such remedies under this Subcontract as are reasonably necessary to

maintain the Project Schedule. Contractor may offset against any sums due or to become due to Subcontractor any and all costs incurred in pursuing any of the remedies provided including, but not limited to, reasonable overhead, profit and attorneys' fees.

(b) *Termination Absent Cure*. If Subcontractor files a petition under the Bankruptcy Code, this Subcontract shall terminate if Subcontractor or Subcontractor's Trustee rejects the Subcontract or, if there has been a default, Subcontractor is unable to give adequate assurance that the Subcontractor will perform as required by this Subcontract or otherwise is unable to comply with the requirements for assuming this Subcontract under the applicable provisions of the Bankruptcy Code.

**K. UNIT PRICE**

In the event this Subcontract contains unit price items it is understood and agreed that any quantities mentioned are approximations only and subject to change as required by the Main Contract or as ordered and directed by Contractor.

**L. MATERIAL QUALITY**

Materials condemned by Contractor, Architect/Engineer, or Owner as failing to conform to the Main Contract, worked or not, shall upon notice from Contractor be immediately removed by Subcontractor. Failure of Contractor to immediately condemn any work or materials as installed shall not in any way waive Contractor's right to object thereto at any subsequent time.

**M. JOB DAMAGE**

Job damage caused by Subcontractor to work other than its own shall be reported immediately to Contractor and Subcontractor shall be responsible for its repair. Job damage caused by Contractor to work of a Subcontractor shall be reported immediately to Subcontractor and Contractor shall be responsible for its repair.

**N. HOUSEKEEPING AND SAFETY**

Subcontractor shall regularly remove all refuse, waste, and debris produced by its operation. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the work site or creates a safety concern. Avoidance of safety hazards through good housekeeping is a material part of Subcontractor's obligations. In the event of Subcontractor's failure or refusal to meet these requirements, refuse may be removed by Contractor and charged against the account of Subcontractor, provided that Subcontractor has received 48 hours prior written notice. In the event of the existence of a safety hazard, Contractor may proceed as above without prior notice.

Subcontractor shall take all necessary safety precautions pertaining to its Work and the conduct thereof, including but not limited to compliance with all applicable laws, ordinances, rules, regulations and orders issued by a public authority, whether federal, state, local or other, the federal Occupational Safety and Health Act, the Washington Industrial Safety and Health Act, and any safety measures requested by Contractor. Subcontractor shall at all times be responsible for providing a safe work site and responsible for the safety of all personnel equipment and materials within Subcontractor's care, custody or control. Subcontractor shall promptly provide Contractor with written notice of any safety hazard or violation found anywhere on or adjacent to the construction site.

**O. BOND**

If this Subcontract requires Subcontractor to supply bonds for this project, then Subcontractor shall at its own expense furnish Contractor, within ten (10) days of receipt of this Subcontract, performance and payment surety bonds, acceptable to Contractor, in an amount equal to the Subcontract price. The bonds shall be conditioned upon the full and faithful performance of all terms, provisions, and conditions of this Subcontract and upon payment for all labor, materials, equipment and supplies used in the prosecution of the Work described herein.

**P. INSURANCE**

Insurance coverages are described in Appendix 1.

**Q. SUB-TIER SUBCONTRACTORS; RESPONSIBILITY CRITERIA**

Any sub-tier subcontractor shall be bound to Subcontractor to the same extent Subcontractor is bound to Contractor and to the same extent Contractor is bound to Owner. Subcontractor shall comply with RCW 39.06.020 and must verify responsibility criteria for each of Subcontractor's subcontractors of any tier and require that its lower tier subcontractors verify responsibility criteria for each of their subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement, as well as the

responsibility criteria, must be included in every public works contract and subcontract of every tier. This form may be used for sub-tier subcontracts and when so used, the term Contractor shall mean Subcontractor and the term Subcontractor shall mean sub-tier Subcontractor.

**R. MODIFICATIONS**

No modifications to, or waiver of any rights under, this agreement shall be valid or binding on the parties to this Subcontract unless the same be in writing. Failure of Contractor to insist upon strict performance of any term or condition of this Subcontract, or to exercise any option herein conferred on one or more instances, shall not be construed to be a waiver of such performance or option, or of any other covenants or agreements, on subsequent occasions, but the same shall be and remain in full force and effect.

**S. DISPUTES**

1. Claims Arising Under This Subcontract: Contractor and Subcontractor agree that disputes and claims shall be resolved by a tiered process beginning with negotiation of disputes, mediation, and then litigation, if necessary, in that order.

In the event of any dispute or claim between Contractor and Subcontractor, and as a condition precedent to mediation, the parties shall first endeavor to negotiate to resolve any dispute or claim for a period not to exceed 60 days from the filing of the claim or dispute. Such negotiations shall occur at the executive level.

As a condition precedent to submitting to any litigation of any dispute, claim or counterclaim between Subcontractor and Contractor, the parties to this Subcontract shall first engage in non-binding mediation with the assistance of a mutually selected mediator or a recognized professional mediation service. The parties shall each designate a representative with full settlement authority who shall participate for at least four (4) hours in the mediation. The parties shall bear equally all expenses, exclusive of attorney's fees, associated with the mediation. Any demands for mediation shall be made within 120 days of substantial completion designated in writing by Owner, or within 60 days after final acceptance, or within 30 days of completion of the negotiation phase, whichever shall expire last. However, before these deadlines, Contractor or Subcontractor, each at its sole election and at any time, may demand that the parties engage in non-binding mediation to resolve any dispute, claim or counterclaim, and Subcontractor shall participate fully in such mediation and be subject to the terms and conditions identified above.

If the parties are unable to resolve the dispute, claim or counterclaim through mediation, the parties to this Subcontract may then file a lawsuit within 60 days of the date of the failed mediation. The parties hereby waive their right to a jury trial and agree to submit to a bench trial.

WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR AND SUBCONTRACTOR HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS SUBCONTRACT, OR ENFORCEMENT THEREOF. THE PARTIES ALSO AGREE THAT ANY SUCH ACTION SHALL BE HEARD BY A STATE OR FEDERAL COURT SITTING IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

As between the parties to this agreement, the prevailing party in any litigation shall be entitled to an award of its attorney's fees and costs incurred.

2. Pass-through of Owner-related Claims: In the event of any dispute or claim between Contractor and Owner which involves the Work performed or to be performed by Subcontractor, or in the event of any dispute or claim between Contractor and Subcontractor caused by or arising out of conduct for which Owner may be responsible, Subcontractor agrees to be bound to Contractor and Contractor agrees to be bound to Subcontractor to the same extent that Contractor is bound to Owner by the terms of the Main Contract and by any and all procedures and resulting decisions, finding, determinations, or awards made thereunder by the person so authorized in the Main Contract, or by an administrative agency, board, court of competent jurisdiction.

In the event Subcontractor has any such claims for which the Owner may be responsible to the Contractor, the Subcontractor shall have the right to prosecute, at its own expense and with its own counsel, any such Owner-related claim it may have in the name of the Contractor and against the Owner the same as if the Contractor was prosecuting such claim against the Owner and for and on behalf of the Subcontractor; Subcontractor shall have full responsibility for preparation and presentation of such claims and shall bear expenses thereof including attorneys' fees, experts costs, etc. If Subcontractor and Contractor agree that any such dispute or claim of Subcontractor is prosecuted or defended by Contractor, either separately or together with disputes or claims of

Contractor's own, and Subcontractor is not directly a party, Subcontractor agrees to cooperate fully with Contractor and to furnish all documents statements, witnesses, and other information required by Contractor for such purpose and shall pay or reimburse Contractor for all expenses and costs, including reasonable attorneys' fees incurred in connection therewith, to the extent of Subcontractor's interest in such claim or dispute.

Subcontractor agrees to be bound by the procedure and final determinations as specified in the Main Contract and agrees that it will not take, or will suspend, any other action or actions with respect to any such claims and will pursue no independent litigation with respect thereto, pending final determination of any dispute resolution procedure between Owner and Contractor. It is expressly understood and agreed that as to any and all claims asserted by Subcontractor in connection with this project arising from the actions or fault of Owner, Contractor shall not be liable to Subcontractor for any greater amount than Owner is liable to Contractor, less any markups or costs incurred by Contractor. For any amount recovered or collected (whether through proceedings or settlement) by Subcontractor, Contractor shall be entitled to the amount specified in the Main Contract or, if no amount is stated, 10% of such amount received or collected as its mark-up for such claims.

This section shall not apply to claims by the Subcontractor against the Contractor which do not involve or are not related to an act or conduct of the Owner. Subcontractor shall have the right to prosecute such non-Owner related claims without regard to this Pass-through claim provision.

**T. CHOICE OF LAW, VENUE AND DELIVERY OF NOTICE**

This Subcontract shall be considered to have been entered into within the state of Washington and all questions of interpretation or enforcement of a party's rights hereunder shall be in accordance with the internal laws of the state of Washington. The site and venue of any mediation or litigation arising out of this Subcontract or the Work hereunder shall be in Spokane County, Washington, or in the United States District Court for the Eastern District of Washington, as applicable and appropriate.

All notices, requests, claims, demands and other communications hereunder shall be in writing. Such notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by facsimile or (v) by electronic mail to the address of the party specified in this Agreement or such other address as either party may specify in writing. Notices so given shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

**U. INDEMNIFICATION**

Subcontractor agrees to defend, indemnify, and hold harmless Contractor, Contractor's surety, Owner, and any upper-tier contractor ("Indemnitees") from any and all claims, demands, losses, damages, expenses, fines, penalties and liabilities, including loss of use, arising from, resulting in any manner directly or indirectly from or connected with or in the course of the performance of the Subcontract Work or the Subcontractor's obligations, including without limitation claims of subcontractors and suppliers contracting with Subcontractor, even though such claims may prove to be false, groundless or fraudulent, to the fullest extent permitted by law and subject to the limitations provided below.

Except as provided below, Subcontractor's duty to defend Indemnitees shall not be apportioned or reduced in any way by the negligence or other fault of Indemnitees, or their employees or agents, or the fault or negligence of Subcontractor or its employees or agents, or any other third-party. Subcontractor's obligation to defend, indemnify and hold Indemnitees harmless shall include, but will not be limited to, the reasonable hourly rate and expenses of Indemnitees' employees and officers spent in connection with the claim, penalty or liability, attorney and expert fees, court costs, and all other claim-related expenses, to the fullest extent permitted by law, even though such claims may prove to be false, groundless, or fraudulent, subject only to the limitations provided below.

- (a) Subcontractor's duty to defend and indemnify shall not apply to liability for damages caused by or resulting from the sole negligence of Indemnitees, or their agents or employees.
- (b) If under the laws determined to be applicable to this paragraph, indemnification and defense of concurrent negligence is valid only to the extent of the negligence of Subcontractor, its agents or employees, then Subcontractor's duty to defend and indemnify for liability for damages caused by or resulting from the concurrent negligence of (i) Indemnitees, or their agents or employees, and (ii) Subcontractor or Subcontractor's agents or employees, shall apply only to the extent of negligence of Subcontractor or Subcontractor's agents or employees. This exception does not apply when negligence is not a requirement of liability.

For the purposes of these indemnification provisions only, Subcontractor specifically and expressly waives any immunity that may be granted it under the workers' compensation laws of any state, including but not limited to,

Washington State Industrial Insurance Act, Title 51 RCW; Idaho Worker's Compensation Act, Sec. 72-209; Montana Worker's Compensation Act, Sec. 39-71-411; and Oregon Worker's Compensation Act, Sec. 656.018; PROVIDED Subcontractor's waiver of immunity by the provisions of this paragraph extends only to claims against Subcontractor by Contractor and does not include, or extend to, any claims by Subcontractor's employees directly against Subcontractor. Subcontractor's indemnification obligation under this Subcontract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts.

Claims by Contractor for defense and indemnity against Subcontractor shall be exempt from RCW 4.16.040, RCW 4.16.300, and RCW 4.16.310 to the same extent that claims by the Owner or any upper-tier contractor are exempt from those statutes. Notwithstanding any other statutory or contractual provision to the contrary, claims for defense and/or indemnity by Contractor against Subcontractor shall not be time-barred, provided that they are brought within 90 days of the service of suit on such claims against Contractor by Owner, any upper-tier contractor, or third party to this Subcontract. Subcontractor's indemnification obligations as stated herein shall extend to claims occurring after this Subcontract is terminated as well as while it is in force. Nothing in this Section shall grant any third-party beneficiary rights to the Owner.

Subcontractor understands and acknowledges that if Subcontractor is responsible for any injury, including but not limited to any injury to one of Contractor's employees, Subcontractor is responsible to reimburse Contractor for Subcontractor's share of the liability for such injury pursuant to the indemnification provisions of this Subcontract Agreement and that Contractor may withhold amounts that Contractor incurred as a result of such injury pursuant to this Section.

**THE PARTIES TO THIS SUBCONTRACT AGREEMENT HEREBY CERTIFY THAT THIS PROVISION WAS MUTUALLY NEGOTIATED.**

**V. COMPLIANCE WITH LAWS, RULES AND REGULATIONS; AFFIRMATIVE ACTION / EEO**

Subcontractor shall comply with all federal, state and local laws, regulations and orders effective where the Work is to be performed under this Subcontract Agreement. **Garco Construction is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**

For federal projects, Subcontractor must use E-Verify; in compliance with Executive Order 12989, Federal Acquisition Regulation § 52.222-54, and this Subcontract, Subcontractor shall electronically verify employment authorization of its employees. Subcontractor shall also ensure that all of its lower tier subcontractors are enrolled in E-Verify and are using it to verify employment authorization of employees. If applicable, Subcontractor must comply with Executive Order 13496, codified as 29 C.F.R. Part 471, Appendix A to Subpart A, which is incorporated in full herein by reference; further during the term of this Subcontract, Subcontractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).

**W. LABOR AND EMPLOYMENT RELATIONS**

Subcontractor acknowledges that Contractor has entered into labor agreements covering work at Contractor's construction job sites with the following labor unions: Carpenters Local Nos. 41, 59, 28, 247, 635; Cement Masons Local Nos. 72/478, 528, 555; Ironworkers Local Nos. 14, 86, 29, 732, 751; Laborers Local Nos. 121, 238/348, 242, 252, 614, 1686; Operators Local Nos. 370, 302/612, 701 ("the Labor Agreements.") Subcontractor expressly agrees that all of the provisions of the Labor Agreements are incorporated into this Subcontract as if they were set forth in full in this Subcontract. Subcontractor agrees to comply with the terms and conditions of



the Labor Agreements to the same degree and extent as if Subcontractor were a party to those agreements, including trust fund payments into the trust funds required by the Labor Agreements, and including Subcontractor's submission to, and Subcontractor's compliance with, the arbitration and other dispute resolution requirements of the Labor Agreements. Subcontractor in particular agrees to comply with the terms and provisions of the Labor Agreements setting forth the jurisdiction and the scope of work claimed by each of such crafts and the procedure contained therein for resolution of jurisdictional disputes. In the absence of any such procedure, or if such procedure fails to promptly resolve any jurisdictional dispute, Subcontractor agrees, at its own cost and expense, upon request of Contractor, to take any and all lawful steps to secure a binding and final determination of the jurisdictional dispute by the National Labor Relations Board. Subcontractor acknowledges that the Labor Agreements may require that Subcontractor comply with additional labor agreements with unions affiliated with the AFL-CIO but not listed. When the terms and conditions of the Labor Agreements so require, Subcontractor shall perform its jobsite work pursuant to all terms and conditions of an appropriate labor agreement with a union affiliated with the AFL-CIO.

If picketing occurs on the Project, and Contractor establishes a reserved gate for Subcontractor's use. Subcontractor shall continue performance of the Work without interruption or delay.

Subcontractor shall require all of its subcontractors and its subcontractors' subcontractors performing work on the Project of the type covered by any of the Labor Agreements (or the additional labor agreements with affiliated unions) to agree to all of the provisions of this Section W. Subcontractor also shall comply with all Federal, State and local laws, regulations and ordinances pertaining to the employment of labor, including without limitation the Fair Labor Standards Act and Washington Labor Regulations. In addition, a copy of the applicable provisions of Title 49 RCW is specifically included in this Subcontract.

## **X. MISCELLANEOUS**

1. Subcontractor agrees not to delay or permit the delay of work on account of any labor disputes or difficulties and to indemnify and hold Contractor harmless from any loss, damage, expense or delay, including attorney fees occasioned by any labor disputes or labor difficulties of whatever nature or cause. In the event of any threatened strike, picket or labor activities that might delay the progress of the work because of any labor disputes or action or inaction by the Subcontractor, Contractor shall have the recourses available to it under Paragraph J of this agreement.

2. Contractor has implemented a Safety Program which shall apply to the Project, and Subcontractor shall be bound to the terms, conditions, rights and responsibilities stated in the Safety Program (see Appendix 2). Subcontractor shall provide, and shall cause and its lower tier subcontractors to provide all required noticed and comply with all applicable health and safety laws, rules, regulations, codes and lawful orders of public authorities and of quasi-governmental authorities relating to the Subcontract Work, including without limitation all OSHA and WISHA requirements. Subcontractor shall be responsible for providing all safety equipment required to complete its Subcontract Work or furnish the required safety equipment, as applicable. Subcontractor agrees that it is required to train and educate its employees and provide necessary safety instructions to ensure all work performed by Subcontractor's personnel and the personnel of Subcontractor's lower tier subcontractors is documented in a written safety plan that addresses Project specific safety concerns and requirements and is in strict compliance with Garco's Safety Manual. A copy of Garco Constructions' Safety Plan is available at Garco's Main Office and the job trailer onsite. These manuals may be checked out and copied at the subcontractor's expense. Manuals must be returned within 24 hours. Subcontractor shall at all times be responsible for providing a safe work site and responsible for the safety of all personnel equipment and materials within Subcontractor's care, custody or control. Subcontractor shall promptly and within 24 hours of the event provide Contractor with written notice of any safety hazard or violation found anywhere on or adjacent to the construction site. Subcontractor shall and shall cause applicable lower tier subcontracts to indemnify, defend, and hold harmless Contractor and Owner from and against any and all claims, liabilities, fines and attorneys' fees arising from any failure of Subcontractor or its lower tier subcontractors to have complied with any such requirement in any respect. Should Subcontractor and or its subtier subcontractors receive a notice and or citation arising out of its Subcontract Work and or related activities, Subcontractor and its subtier subcontractors shall promptly and within 24 hours of receipt of such notice and or citation provide the same to Contractor. In the event of Subcontractor's noncompliance with the requirements stated herein, Contractor may cancel, terminate or suspend this Subcontract, in whole or in part.

3. Subcontractor shall employ no person whose employment on or in connection with this Project may be objectionable to Contractor, and shall discharge any such person when objected to by Contractor, provided that this shall not require Subcontractor to violate any law, governmental regulation or collective bargaining agreement.

4. Subcontractor shall provide competent and continuous supervision throughout the duration of the Subcontract Work. Contractor reserves the right of approval of Subcontractor's supervisory staffing assignments and revisions thereto. Subcontractor shall notify Contractor (10) ten calendar days in advance of any proposed supervisory staffing revisions.

5. Subcontractor shall be present at and participate in all scheduled project meetings and any additional meetings deemed necessary by Contractor to properly coordinate the Project.

**Y. FINAL AGREEMENT**

This Subcontract represents the final understanding and agreement of the parties and Contractor assumes no responsibility for any different understanding or any representations made by any of its officers, agents or others prior to the execution of this Subcontract unless expressly stated herein. The Parties stipulate and agree that no prior drafts, memoranda, notes, or discussions relating to this Subcontract shall be used at any time by either Party in any trial or hearing, or be used or discoverable in any discovery process pertaining thereto, to prove or evidence in any way the intention or understanding of either Party with respect to any provision or part of this Agreement.

Contractor's Initial \_\_\_\_\_

Subcontractor's Initial \_\_\_\_\_

## APPENDIX 1

**Project:** \_\_\_\_\_

**Subcontractor:** \_\_\_\_\_

### INSURANCE

*This Insurance Appendix is hereby made a part of the Subcontract by and between Contractor and Subcontractor.*

Subcontractor shall comply with the following:

1. **Standard Insurance Coverages:** Subcontractor shall secure and maintain from the earlier of commencement of Work or the effective date of the Subcontract the minimum insurance coverages and limits required by this Appendix 1 or if greater, any coverages or limits of liability specified in the Main Contract or required by law. If there is a conflict between the insurance limits specified in the CONTRACT DOCUMENTS and the SUBCONTRACT, the former shall prevail and must be met. If Subcontractor's existing policy(s) provides higher limits than those specified below, the higher limits shall apply and the certificates of insurance provided by Subcontractor shall reflect those higher limits. Before permitting any Sub-subcontractor to perform any Work under the Subcontract, the Subcontractor shall require that the Sub-subcontractor maintains insurance in like form and amounts to that required herein. Prior to commencing its performance under the Subcontract, Subcontractor shall provide Contractor (i) a certificate of insurance evidencing the coverage required by this Appendix 1, and (ii) applicable endorsements required by this Appendix 1. Except for Professional Liability Insurance, claims-made policies are not acceptable. Required coverages are as follows:

1.1 **Worker's Compensation and Employer's Liability:** Worker's Compensation Insurance and Employer's Liability Insurance (including occupational disease) to cover statutory benefits and limits under the Worker's Compensation laws of any applicable jurisdiction in which the Subcontract Work is to be performed and Employer's Liability Insurance with minimum limits of one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) for disease, each employee and one million dollars (\$1,000,000) disease policy limit.

Policy coverage terms and conditions to include: (1) USL&H – "if any" basis where applicable, (2) Jones Act – "if any" basis where applicable, (3) All states endorsement, where applicable, (4) Employers Liability/Stop Gap Liability if work is performed in the State of Washington, (5) For the attainment of Worker's Compensation in monopolistic states, coverage must be secured through the state fund of that state, (6) Certificate must clearly identify that coverage applies in the State in which the Project is located.

Owner-operators are required to furnish Worker's Compensation certificates, notwithstanding any statutory exemptions. For states that do not require Worker's Compensation coverage, Owner/Operators shall elect into coverage under the Worker's Compensation laws of the governing state. Owner/Operators shall file with the Industrial Insurance Commission a written declaration stating that the provisions of the Worker's Compensation laws shall apply to it and its surety.

1.2 **Commercial General Liability Insurance:** Commercial General Liability Insurance ("CGL") written on ISO form CG 0001 Edition date 10/01 or equivalent and shall confer a status or contain an endorsement (Form CG 2503 or equivalent) requiring that the general aggregate limit of liability shall apply to this Project. Coverage shall be based on an occurrence form and include hazards of: (a) Construction Operation, (b) Subcontractors and Independent Contractors, (c) Products and Completed Operations applicable to the additional insured (with Completed Operations coverage to remain in force from the date of final completion of the Subcontract Work until the expiration of the statute of repose of the State in which the Project is located).

CGL insurance shall also include: (1) Contractual Liability coverage sufficient to meet the requirements of the Subcontract/Purchase Order (including defense costs and attorneys' fees assumed under contract, which shall be payable in addition to the limit of liability); (2) Personal Injury Liability (with the standard contractual and employee exclusions deleted); and (3) Notice and Knowledge of Occurrence.

If marked as required, Subcontractor's CGL insurance is also required to provide the following coverages:

|              | <u>Required</u>          |                                     |   | <u>Required</u>          |                                     |
|--------------|--------------------------|-------------------------------------|---|--------------------------|-------------------------------------|
|              | Yes                      | No                                  |   | Yes                      | No                                  |
| • Mold       | <input type="checkbox"/> | <input checked="" type="checkbox"/> | • Operations (performed within) 50' of railroad | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| • EIFS       | <input type="checkbox"/> | <input checked="" type="checkbox"/> | • Residential Operations                        | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| • Subsidence | <input type="checkbox"/> | <input checked="" type="checkbox"/> | • Pollution Coverage                            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the Subcontractor's CGL insurance excludes any of the coverage required by this Appendix 1, a separate policy and/or endorsement acceptable to Contractor must be obtained and delivered to Contractor.

CGL insurance shall have the following minimum limits of liability, which shall be available to the Project:

|                       |             |
|-----------------------|-------------|
| EACH OCCURRENCE       | \$1,000,000 |
| PRODUCTS-COMP/OP AGG. | \$2,000,000 |
| PERSONAL & ADV INJURY | \$1,000,000 |
| GENERAL AGGREGATE     | \$2,000,000 |

1.3 Commercial Auto Liability Insurance: Commercial Automobile Liability insurance covering all owned, leased and non-owned vehicles used in connection with the Subcontract Work with limits of \$1,000,000 combined single limit per accident for bodily injury and property damage. The policy must include coverage for bodily injury, death and property damage arising out of ownership, maintenance or use of any motorized vehicle on or off the site of the Project, and contractual Liability coverage. If hauling of hazardous waste is part of the Subcontract Work, Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and include MCS 90 endorsement and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile). If CGL 12/04 or later edition is provided, the CA0051 1204: Mobile Equipment Subject to Motor Vehicles Laws shall also be provided. This additional endorsement is not required if the 2006 ISO Auto form is provided.

1.4 Commercial Umbrella Liability Insurance: Commercial Umbrella Liability Insurance for bodily injury and property damage liability over Subcontractor/Seller's primary Employer's Liability, Commercial General Liability, and Commercial Automobile Liability with Limits available to the Project in the amount of \$1,000,000 each occurrence and aggregate. All coverage and terms required under the Commercial General Liability, Automobile Liability and Employers Liability (sections 1.1, 1.2, and 1.3 above) must be included on the Umbrella Liability policy. Subcontractor's Umbrella Liability Policy shall evidence, through a policy endorsement, that it will provide liability coverage in excess of all available underlying coverage before any primary or excess coverage held by an Additional Insured or Indemnified Party is utilized.

1.5 Leased Employee Liability: If Subcontractor leases one or more employees through the use of a payroll, employee management or other company, Subcontractor must directly procure workers compensation insurance. The insurance shall be written on a "Minimum Premium" or "If Any" policy form and will be in addition to the workers compensation coverage provided to and for the leased employees by the payroll, employee management or other company. In addition, the workers compensation/employer's liability coverage provided to and for the leased employees by the payroll, employee management or other company must be evidenced and include an Alternate Employer/Leased Employee Endorsement, naming SUBCONTRACTOR as the alternate employer. The employer's liability must be scheduled under a \$1,000,000 each occurrence and aggregate (except in states where employer's liability is unlimited).

1.6 Property Insurance: Property Insurance coverage for tools and equipment owned, leased or used by the Subcontractor in the performance of the Subcontract Work of work. The Property Insurance shall extend to equipment, materials and supplies stored off the Project site or in transit to the Project site to be furnished as part of the Subcontract Work and incorporated into the Project. If Builder's Risk or other property insurance is provided by Contractor or others, Contractor and Subcontractor waive all rights against each other and Owner, and agents or employees of any of them, separate contractors, and all other subcontractors for loss or damage to the extent covered by Builder's Risk or any other property or equipment insurance, except such rights as they may have to the proceeds of such insurance. Subcontractor shall be responsible for that portion of the Builder's Risk deductible which is proportionate to the loss or damage resulting from acts or omissions attributable to the Subcontractor.

**Required**

Yes No

☐ ☒

- 1.7 Professional Liability Insurance: If required, Subcontractor must comply with the requirements of the attached Appendix 1.A, Professional Liability Insurance.

**Required**

Yes No

☐ ☒

- 1.8 Riggers Liability Required: If marked as required, the Subcontract Work involves the rigging, hoisting, lowering, raising or moving of property or equipment and Riggers Liability Insurance is required to insure against physical loss or damage to the property or equipment.

**Required**

Yes No

☐ ☒

- 1.9 Aircraft/Watercraft: If marked as required, the Subcontract Work involves the use of any owned, leased chartered or hired aircraft or watercraft of any type and Aircraft Liability Insurance or Watercraft Liability Insurance, as applicable, is required in an amount of not less than \$10,000,000 per occurrence, including Passenger Liability for bodily injury and property damage.

2. General Provisions: Each insurer providing insurance coverage as required in this Appendix 1 shall be a licensed admitted insurer authorized to issue such coverage in each State in which any part of the Subcontract Work is performed. The insurer shall be acceptable to Contractor and shall have an AM Best rating of "A-" or better. The General Liability, Umbrella Liability coverage, and Completed Operations Coverage for Additional Insured's as required in this Appendix 1 shall be maintained from the commencement of the performance of the Subcontract Work until the end of the period of time Subcontractor may be held legally liable for its work and Subcontractor shall maintain and deliver a current Certificate of Insurance to Contractor for this period. Contractor's right to review and approve all insurance policies will not constitute a waiver of any rights created by or provisions contained in this Appendix 1 should they differ from those contained in such policies. The insurance coverages maintained by Subcontractor shall not limit any of Subcontractor's indemnity obligations or other liabilities under the Subcontract.
3. Additional Insureds: Unless otherwise required by the Subcontract, all insurance required by this Appendix 1 (excluding only Worker's Compensation Insurance and Professional Liability Insurance) shall name Contractor, its affiliates, directors, officers, and employees and Owner each as an additional insured and any other parties as required by the Main Contract, and shall be primary and non-contributory to any insurance maintained by Contractor/Buyer and Owner and any other parties as required by the Main Contract, all of which shall be stated on the Certificate of Insurance provided by the Subcontractor. **For Oregon projects:** The additional insured endorsement shall not be construed to require indemnity of Contractor against liability for damage arising out of death or bodily injury to persons or damages to property caused in whole or in part by the negligence or fault of Contractor, provided that the foregoing limitation shall not limit the duty to defend Contractor. Nothing contained herein shall be interpreted to limit coverage under such endorsement for any damage arising out of the fault of SUBCONTRACTOR, its agents, representatives or subcontractors. In the event Subcontractor and Contractor are covered by Contractor's insurance, Contractor's policy shall only apply excess of Subcontractor's policy. The Additional Insured Endorsement must be on Form CG 2010 11/85, or CG 20 10 10/01 plus CG 20 37 10/01, or equivalent, shall include ongoing and completed operations, shall not contain any restrictions and shall be attached to the Certificate of Insurance. Coverage shall be afforded to Additional Insureds whether or not a claim is in litigation. All insurance required by this Appendix 1 (excluding only Workers Compensation Insurance and Professional Liability Insurance) shall be endorsed to provide that, inasmuch as the policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

Unless otherwise stated in the Main Contract, additional insureds for this project are as follows:

4. Prohibited Endorsements/Exclusions: Subcontractor's Insurance shall strictly comply with the requirements of this Appendix 1 and any endorsement or exclusion which modifies the requirements herein shall not be acceptable. Without limitation to the foregoing, the following endorsements/exclusions are prohibited: 1) Any Form, including Form CG 2294 (10-01) or its equivalent, which purports to remove the Subcontractor exception to the Damage to Your Work Exclusion is not acceptable; 2) Commercial General Liability Insurance shall not contain an endorsement or exclusion excluding injury or damage (a) arising from explosion, collapse, underground property damage or work performed by subcontractors; or (b) arising from a prior occurrence causing continuous or progressively deteriorating injury or damage; 3) There shall be no endorsement or modification of the Commercial General Liability form arising from explosion, collapse, underground property damage or work performed by subcontractors; 4) For work which involves assisted living or residential construction, Commercial General Liability Insurance shall not contain an endorsement or exclusion excluding assisted living/residential construction; 5) For work which involves an exterior insulation and finish system, Commercial General Liability Insurance shall not contain an endorsement or exclusion excluding damage or injury caused directly, indirectly, in whole or in part by the exterior insulation and finish system or by the design, installation, construction or manufacture thereof.

5. Notices: Subcontractor shall provide Garco Construction, Inc. written notice of cancellation of any insurance policy required in Appendix 1 by facsimile and U.S. Mail within two (2) days of receipt from the insurance carrier. Notice from the Subcontractor shall be mailed to: Garco Construction, Inc. P.O. Box 2946 Spokane, WA 99220-2946. For those policies containing an aggregate, as soon as incurred loss activity (paid plus reserve) depletes the aggregate by 50% or more, written notice must be sent to Contractor by certified mail return-receipt requested.
6. Deductibles/Denial of Claims: Subcontractor shall be responsible, at no additional cost to Contractor, for the payment of any deductibles or self-insured retention in connection with the insurance coverages required by this Appendix 1 both for itself and all additional insureds. Any self-insured retention or deductible in excess of \$25,000 must be declared at the time Subcontractor submits its bid and must be specifically approved by Contractor prior to execution of the Subcontract/Purchase Order. Subcontractor shall be responsible for any loss arising out of coverage denial by its insurance carrier.
7. Waiver of Subrogation: All insurance coverage maintained by Subcontractor shall include a waiver of any right of subrogation of the insurers there under against Owner, Contractor and Owner's and Contractor's other contractors and all of their respective assigns, subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise in respect of any liability of any person insured under any such policy (Workers Compensation – where permitted). Subcontractor further waives all claims and all rights of subrogation against Owner, Contractor and Owner's and Contractor's other contractors and all of their respective assigns, subsidiaries, affiliates, employees, insurers and underwriters for loss of or damage to, Subcontractor's Subcontract Work of work, tools, machinery, equipment, material, supplies or any other losses within the Subcontract Work of any insurance maintained by Subcontractor.
8. Severability of Interests (Cross Liability): All Insurance required by this Appendix 1 (excluding only Workers Compensation) shall be endorsed to provide that, inasmuch as the policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured. No cross liability exclusion will be accepted. Nor shall there be any restriction in any policies that limit coverage for a claim brought by an Additional Insured against a Named Insured.
9. Breach of Insurance Requirements: Subcontractor's failure to obtain and maintain insurance coverage as required by this Appendix 1 shall constitute a material breach of the Subcontract. In such event Contractor may at its option: (i) terminate the Subcontractor for default; or (ii) purchase coverage and backcharge the premium and associated costs to Subcontractor.
10. The partial or complete invalidity of any one or more provisions of this Appendix shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the balance of the provisions shall be considered reformed to reflect the intent of the parties to the greatest extent possible consistent with the law.

**THE PARTIES BY THEIR INITIALS CERTIFY THAT THIS APPENDIX 1 WAS MUTUALLY NEGOTIATED.**

Contractor's Initial \_\_\_\_\_

Subcontractor's Initial \_\_\_\_\_

END OF APPENDIX 1

## APPENDIX 2

Project: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

### SAFETY

#### SUBCONTRACTOR'S SAFETY QUESTIONNAIRE

1. Please list your company's Worker's compensation experience modification rate for the three (3) most recent years.  
20 \_\_\_\_ 20 \_\_\_\_ 20 \_\_\_\_

2. Using last year's OSHA 300 logs, please complete the following:

- A. Total number of recordable cases: \_\_\_\_\_  
B. Total number of lost work day cases: \_\_\_\_\_  
C. Total number of restricted work day cases: \_\_\_\_\_  
D. Total number of fatalities: \_\_\_\_\_  
E. Total hours worked companywide: \_\_\_\_\_

3. Please list your company's incidence rate for the three (3) most recent years.

Note: Incidence Rate:  $\frac{(\text{Number of all recordable injuries}) \times 200,000}{\text{Total Hours worked by all employees during the period covered}}$   
20 \_\_\_\_ 20 \_\_\_\_ 20 \_\_\_\_

4. OSHA/WISHA citation history for the three (3) most recent years and this year to date. Briefly describe the code violation and type (general, serious, etc.)

20 \_\_\_\_  
20 \_\_\_\_  
20 \_\_\_\_

5. Do you conduct and document project safety inspections? Yes No How often? \_\_\_\_\_  
Conducted by: \_\_\_\_\_

6. Please list the safety contact and/or competent person for this site and their experience.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Do you have a written safety program? Yes No

8. Do you have an orientation program for new hires? Yes No

9. Do you have a program for newly hired or promoted field supervisors? Yes No

10. Do you hold craft "toolbox" safety meetings? Yes No Daily Weekly Monthly

11. List any large outstanding General Liability or Auto claims.

## CERTIFICATION OF SUBCONTRACTOR JOBSITE WORKER RESPONSIBILITIES

I certify that the plans and programs listed below are current, complete, accurate and effective in practice on the \_\_\_\_\_ jobsite. These items are available on site, as appropriate for review by inspectors and implementation by employees.

### CATEGORY A:

1. Written accident prevention plan
2. Written hazard communication plan
3. Hazardous waste procedures (if applicable)
4. Occupational Exposure to Blood Borne Diseases
5. Drug and alcohol testing policy/program
6. Documentation of the following employee training
  - a. Employee safety orientation
  - b. Foreman/superintendent safety orientation/training
  - c. Foreman/Labor weekly site/work area safety inspection

In addition, I certify that the following plans/procedures are/will be in place at the \_\_\_\_\_ jobsite prior to initiation of any work by our company.

### CATEGORY B:

1. Site specific job hazard analysis
2. Site specific safety inspection procedures
3. Site specific material safety data sheets
4. Written assured grounding program (if applicable)
5. Site specific fall protection work plan (if applicable)
6. Site specific trenching and excavation plan (if applicable)
7. Site specific confined space entry plan (if applicable)
8. Lock out/tag out plan (if applicable)

**Subcontractor:**

**Authorized Company Official:**

\_\_\_\_\_  
(please print)

**Signature:**

**Date:**

( \* \* **RETURN** completed document to Garco Construction, Inc.)

END OF APPENDIX 2



## APPENDIX 3

Project: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

### GENERAL INCLUSIONS

1. Subcontractor will be responsible for collection, storage and removal of its construction debris and trash in a sanitary and legal manner. If collection, storage and removal are not performed on a daily basis, Contractor will perform these functions for the Subcontractor and Subcontractor agrees that payment for these services will be deducted from monthly pay requests due Subcontractor.
2. Contractor will not be responsible for receipt of any material delivered to the job site. If a representative of Subcontractor is not on site to receive material Contractor will sign for material, provided however that Contractor will not be responsible for damage or storage of this material. Subcontractor will be responsible for unloading of all material. Contractor will back charge Subcontractor for the labor required to unload and stage material if Subcontractor are not on site to receive material.
3. Subcontractor is required to provide Contractor a list of all staff assignments, emergency telephone numbers and, upon request, resumes of all staff assignments. If at any time during the course of the execution of work under this Subcontract Agreement the Contractor does not approve of, or withdraws prior approval of any of the Subcontractor's staff assignments, Subcontractor will immediately withdraw the staff assignment and replace said assignment with personnel approved by the Contractor. *Subcontractor will be given 30 days to remedy any issue or deficiency Contractor has with Subcontractor's work force.*
4. As-built drawings by Subcontractor will be reviewed monthly by Contractor. If found that Contract Documents and Shop Drawings are not up-to-date records of as-built conditions, Contractor will withhold monthly progress payments until the condition is remedied to the satisfaction of the contractor.
5. Operation and Maintenance Manuals, As-builts, Warranties, and Extra Materials will be submitted 90 days prior to substantial completion. Garco will not provide payment past 80% until these items have been submitted. Garco will not provide payment past 85% until these documents have been accepted as complete by the consultants.
6. Subcontractor will be required to be represented at weekly Progress Meetings by a staff member capable of conversing about the construction schedule and making schedule commitments for the Subcontractor. Subcontractor shall also be bound by the terms and conditions of Garco Construction's approved contractor Quality Control Plan. This includes attending all preparatory and initial phase Quality Control meetings at the jobsite for each definable feature of work. All employees who will be working on each definable feature of work are required to attend each meeting. Subcontractor shall also furnish a Construction Quality Control (CQC) Plan, if requested by the Contractor. Subcontractor will submit to Contractor's Superintendent, a daily CQC report as required by Garco construction's CQC Plan and the contract documents.
7. Subcontractor will submit to contractor's Superintendent a daily report, reporting daily manpower, work activities, equipment usage, problems encountered, and any verbal directions given by contractor's supervision. This report must be turned in one hour prior to the end of each day's shift. The daily report shall be filled out on the attached Subcontractor's Daily Report Form. All Sub-tier Subcontractors of Subcontractor shall be required to fill out the same Daily Report Form as described above.
8. On site safety meetings will be held as often as required by the contractor to ensure safety compliance with Garco Construction Safety Manual and Accident Prevention Plan, and any other safety and health requirements required by the contract documents and the Main Contract. Attendance at these safety meetings is mandatory for all persons working on the project site. Additionally, subcontractor agrees to be bound by the safety rules and regulations set forth in Garco Construction's Safety Plan and the safety requirements specified in the contract documents. Further, Subcontractor agrees that it is required to train and educate its employees and provide necessary safety instructions to insure all work performed by subcontractor's personnel is in strict compliance with Garco's Safety Manual. A copy of Garco Construction's Safety Plan will be at Garco's Main office and jobsite office. These manuals may be checked out and copied at the subcontractor's expense. Manuals must be returned within 24 hours.

Contractor's Initial \_\_\_\_\_

Subcontractor's Initial \_\_\_\_\_

END OF APPENDIX 3



Re: Notification of Equal Employment Opportunity/Affirmative Action Obligations

Dear :

As part of Garco Construction, Inc.'s compliance with federal Equal Employment Opportunity and Affirmative Action regulations, we hereby notify that Garco Construction is an equal opportunity employer that makes employment decisions without regard to race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, or protected veteran status, or any other characteristic protected by local, state, or federal laws, rules, or regulations. Garco Construction takes affirmative steps to employ and advance in employment qualified individuals without regard to race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, or protected veteran status, or any other characteristic protected by local, state, or federal laws, rules, or regulations. Garco Construction further notifies that as an entity supplying goods or services to Garco Construction, your organization may be subject and required to take action pursuant to the following laws and accompanying regulations:

- \* **Executive Order 11246 (and its implementing regulations at 41 C.F.R. part 60);**
- \* **The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (and its implementing regulations at 41 C.F.R. 60-300); and**
- \* **Section 503 of the Rehabilitation Act of 1973, as amended (and its implementing regulations at 41 C.F.R 60-741); and**
- \* **Executive Order 13496 (and its implementing regulations at 29 C.F.R. part 471, Appendix A to Subpart A).**

The equal opportunity clauses within each of the above regulations, as applicable, are included by reference in all contracts between Garco Construction, Inc. and .

Very truly yours,

**Janelle Brennan and Kathy Webley**  
EEO Coordinators