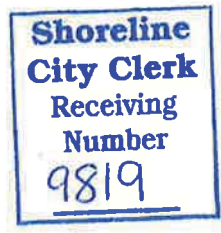


9819



**FIELD RESTORATION AGREEMENT  
COVID-19 ASSESSMENT AND RECOVERY  
CENTER**

This FIELD RESTORATION AGREEMENT ("Restoration Agreement") is entered into this 20 day of October, 2020 (the "Effective Date") by and between King County, a Washington municipal corporation ("King County" or "County"), Shoreline School District No. 412, a quasi-municipal corporation ("District"), and the City of Shoreline, a Washington municipal corporation ("City"). King County, the District, and the City may be referred to individually as "Party" or collectively as "Parties."

**RECITALS**

WHEREAS, on April 10, 2020, the Parties entered into a Special Use Agreement for use of the Shoreline Park Field B ("Field") for the purpose of allowing King County to site an emergency assessment and recovery center ("ARC") to address community wide needs of the COVID-19 pandemic; and

WHEREAS, the Special Use Agreement, at Section 2(H), required King County to return the Field in a same or better condition than at the time it took occupancy and to make all required repairs, including full replacement of the Field, as determined by a Certified Field Turf Contractor, in a timely manner at the conclusion of use; and

WHEREAS, King County removed the ARC on/about August 1, 2020, the Special Use Agreement expired on June 30th, 2020; however, the requirement of Section 2(H) survived such expiration; and

WHEREAS, an inspection of the Field was subsequently conducted by D.A. Hogan and it was determined that in order to comply with Section 2(H) of the Special Use Agreement a complete turf replacement, along with repairs to the elastic layer (E-layer), are required; and

WHEREAS, the purpose of this Restoration Agreement is to reiterate the requirements of the Special Use Agreement in relationship to restoration of the Field and to set forth additional terms and conditions as to the restoration;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained in this Agreement, the Parties agree as follows:

**1. INCORPORATION OF RECITALS**

The foregoing Recitals are incorporated in and made a part of this Restoration Agreement.

## **2. INCORPORATION OF SPECIAL USE AGREEMENT PROVISIONS**

The following provisions of the Special Use Agreement between the Parties, dated April 10, 2020, are incorporated in and made a part of this Restoration Agreement:

**Section 2(H) Post-Use Repair and Sterilization, Section 1.  
Section 4 Indemnification  
Section 5 Insurance  
Section 6 Records  
Section 7 Compliance with Applicable Laws  
Section 9 Execution of Agreement – Counterparts  
Section 10 Entirety  
Section 11 Amendment or Modification  
Section 12 Severability  
Section 13 Jurisdiction and Venue  
Section 14 Federal Laws and Federal Obligations  
Section 15 Use of DHS Identifies**

## **3. SCOPE OF WORK AND SCHEDULE**

The restoration of the Field shall be performed as set forth in Exhibit A.

## **4. FEES**

A. King County shall pay the City the following for the purposes set forth in this Agreement:

1. \$450.00 per day, starting August 21, 2020, for each day of use of the Field. EXCEPT if work progress on restoration of the Field cannot occur due to inclement weather, the King County shall not liable for rent on the impacted day(s).
2. For the purpose of this section, inclement weather means a day when King County's contractor cannot accomplish work to specifications due to weather and requests a weather delay extension of the time for completion from King County.
3. As soon as reasonably practicable after substantial completion of the restoration of the Field, the City shall provide King County with an invoice for the total amount due. King County shall remit that total amount due within thirty (30) calendar days of the date of the City's invoices. For the purpose of this section, substantial completion means all elements of Field restoration are in place and functioning as designed so that the Field may be put into immediate use.

## 5. TERM AND TERMINATION

- A. The term of this Agreement commences on July 1, 2020 and shall continue until 11:59 pm local time on February 1, 2021, unless terminated by the Parties.
- B. This Agreement may be extended by mutual, written agreement of the Parties which shall be appended to this Agreement.
- C. This Agreement may be terminated by any Party if any other Party fails to comply with any material provisions of the Agreement, in whole or in part, for default as follows:
  - 1. A "notice to cure" shall be served on the Defaulting Party by certified or registered first class mail. The Defaulting Party shall have ten (10) calendar days from the date of receipt to cure the default or provide the Non-defaulting Party with a plan for review and acceptance, which indicates the time and methods needed for compliance and to cure the default.
  - 2. If the Defaulting Party has not cured the default or the plan to cure the default is not acceptable to the Non-defaulting Party, the Non-defaulting Party may terminate their individual obligations under the Agreement by serving a "notice of termination" setting forth the manner in which the Defaulting Party is in default and the effective date of termination.
  - 3. The termination of this Agreement shall in no way relieve the Defaulting Party from any of their obligations under this Agreement nor limit the rights and remedies of the Non-defaulting Party hereunder in any manner.

## 6. CONTACT AND COORDINATION

For the purposes of coordinating and administering this Agreement, the following individuals shall be the representatives for their respective agencies:

City: Dan Johnson, Parks Fleet and Facilities Manager, Desk: 206-801-2321; [djohnson@shorelinewa.gov](mailto:djohnson@shorelinewa.gov)

School District: Marla Miller, Deputy Superintendent, Desk: 206-393-4514; [marla.miller@shorelineschools.org](mailto:marla.miller@shorelineschools.org)

King County: Aaron Bert, Deputy Director, FMD, Desk 206.263.8005; [aaron.bert@kingcounty.gov](mailto:aaron.bert@kingcounty.gov)

*Signatures on following Page*

**IN WITNESS WHEREOF**, each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute this Agreement of behalf of the Party for which he or she is signing on the date indicated next to their signatures.

**KING COUNTY**

AARON L BERT FOR

**Bert, Aaron**

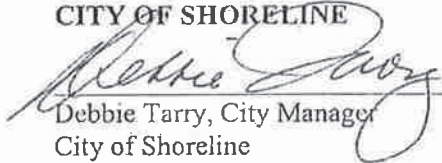
Digitally signed by Bert, Aaron  
Date: 2020.10.20 12:46:30 -07'00'

20201020

Date

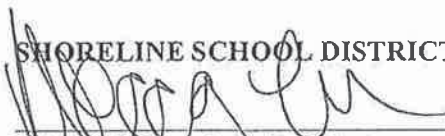
Anthony Wright, Division Director  
King County Facilities and Management  
Division

**CITY OF SHORELINE**

  
Debbie Tarry, City Manager  
City of Shoreline

10/23/2020  
Date

**SHORELINE SCHOOL DISTRICT**

  
Rebecca Miner, Superintendent  
Shoreline School District

10/26/2020  
Date

Attachments:

Exhibit A Scope of Work and Schedule

## Daniel Johnson

---

**From:** Marla Miller <marla.miller@shorelineschools.org>  
**Sent:** Friday, October 30, 2020 8:05 AM  
**To:** Daniel Johnson  
**Cc:** Stevens Dan  
**Subject:** [EXTERNAL] Re: Field B Final Agreement  
**Attachments:** 9819 Signed by CMO and Supt.pdf

**CAUTION:** This email originated from outside of the City of Shoreline. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Dan and Dan,

Attached is the agreement signed by the school district. I see the continuing communication regarding the replacement of the e-layer, and appreciate being kept up to date on the work that needs to be done.

Thanks, and have a great weekend,

Marla

Marla S. Miller  
Deputy Superintendent  
Shoreline School District  
206.393.4514  
206.393.4204 (fax)  
[marla.miller@shorelineschools.org](mailto:marla.miller@shorelineschools.org)

On Oct 20, 2020, at 1:03 PM, Daniel Johnson <[djohnson@shorelinewa.gov](mailto:djohnson@shorelinewa.gov)> wrote:

Good afternoon, attached please find the agreement to replace the turf and repair the e layer. The Scope and Schedule are being finalized today at the pre-con after the final submittals are received and reviewed. I will share for your records. The submittals will show an exact and complete product replacement for Field B.

I received notice at 10AM today that we are having the Precon at 3 PM this afternoon at the field.  
I apologize for the short notice , things are really moving...

Please feel free to Join if you can. Conformed minutes will be distributed.  
Thank you, Dan.

---

**CAUTION:** This email originated from outside of the Shoreline School District.  
If you do NOT recognize the sender e-mail address, do not click links or open attachments.  
<ACRC AGREEMENT FINAL REVISION 20201020 (1).pdf>

EXHIBIT A

9819

Please note that due to the number of documents and file size this routing system will not accept the entirety of data required. For full review of all Documents, please go to [G/ Fin/Central Services/Facilities/2020/Contracts/9819 Field B](#).

Please note Restoration Agreement Created by JAT





Subcontract Date: October 15, 2020 Project No.: 16659018  
Project: KC Quarantine-Shoreline Field Turf Replacement Subcontract No.: 001  
19030 1st Ave NE Phase Code No.: \_\_\_\_\_  
(Project Street Address)  
Shoreline, WA 98155-2144  
(City), (State) (Zip Code)  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

THIS SUBCONTRACT AGREEMENT ("Subcontract") is entered into effective as of the date first written above ("Subcontract Date") between:

**CONTRACTOR:** Balfour Beatty Construction, LLC dba Howard S. Wright  
("Contractor")  
a Delaware Limited Liability Company  
WA Contractor's License No.: HOWARSW863BG  
Address For Notices: 415 1st Ave., N., Suite 400  
Seattle, WA 98109  
Attention Jeff Longacre

and

**SUBCONTRACTOR:** FieldTurf USA, Inc. ("Subcontractor")  
(Name)  
a Corporation  
(Corporation, Partnership, LLC or Sole Proprietorship)  
WA Contractor's License No.: \_\_\_\_\_  
Class/Trade: \_\_\_\_\_  
License Expiration Date: \_\_\_\_\_  
City Business License No. (if applicable): \_\_\_\_\_  
License Expiration Date: \_\_\_\_\_  
Federal Taxpayer ID No.: 58-2330410

Address for Notices: FieldTurf USA, Inc.  
(Subcontractor's Name)  
7445 Cote-de-Liesse Road, Suite 200  
(Street Address)  
Montreal, Quebec H4T 1G2  
(City), (State) (Zip Code)  
Attention: Susy Matos  
Telephone: 151-437-5260 ext. 5  
Facsimile: 151-434-0937 ext. 4

**Recitals**

A. Contractor has entered into a prime contract agreement with Owner (defined below) dated to perform certain labor and furnish certain materials, equipment and services in connection with the Project. That contract, including all attachments, exhibits, schedules or appendices, is referred to herein as the “Prime Contract”.

B. The name and address of the Owner and construction lender for the Project are as follows:

Owner: King County (“Owner”)  
(Owner’s Name)  
500 4th Ave., Suite 800  
(Street Address)  
Seattle, WA 98104  
(City), (State) (Zip Code)  
Attention: \_\_\_\_\_

Construction Lender: \_\_\_\_\_  
(Construction Lender’s Name)  
\_\_\_\_\_  
(Street Address)  
\_\_\_\_\_  
(City), (State) (Zip Code)  
Attention: \_\_\_\_\_

C. Contractor and Subcontractor desire to enter into an agreement regarding a portion of the work to be performed under the Prime Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Subcontractor agree as follows:

1. Subcontract Price. Contractor, for full, complete, timely and faithful performance of this Subcontract, agrees to pay Subcontractor **\$570,835.31 (Five hundred seventy thousand eight hundred thirty-five dollars and thirty-one cents)** (“Subcontract Price”). The Subcontract Price includes, without limitation, all wages, fringe benefit costs, material costs, equipment costs, delivery and distribution costs, storage costs, taxes, insurance costs, permit and license fees, royalties, home and field office overhead and general and administrative costs and all other costs necessary to complete the Subcontract Work (defined below); irrespective of when the Subcontract Work is performed, or when such costs are incurred or billed.

2. Subcontract Work. The “Subcontract Work” includes all labor, services, materials, freight, packaging, supplies, hardware, fasteners, fixtures, tools, layout, engineering, value engineering, detailing, equipment, scaffolds, hoisting, administration, supervision, transportation, warehousing, storage and other facilities, permits, and all other items and services necessary for the proper and complete performance and acceptance of the **Field Turf** work, as more specifically described in, or which can be reasonably inferred from, **Appendix A** (Scope of Work – General Items), **Appendix B** (Scope of Work – Trade Specific), **Appendix H** (Drawings, Specifications & Addenda), the Prime Contract and the other Contract Documents.

3. Payments. All payments will be made pursuant to the Standard Terms and Conditions attached as **Appendix C**. Each application for payment submitted by Subcontractor will be based upon the Schedule of Values attached as **Appendix F**. The Schedule of Values allocates the entire Subcontract Price among each portion of the Subcontract Work.

4. Additional Terms and Conditions. This Subcontract includes the following Appendices, which are attached and incorporated into this Subcontract by this reference:

<u>APPENDIX</u>	<u>DESCRIPTION OF APPENDIX</u>	<u>DATED</u>	<u># OF PAGES</u>
A	Scope of Work – General Items	3/18/2020	6
B	Scope of Work – Trade Specific	10/15/2020	3
C	Standard Terms & Conditions	10/15/2020	10
D	Insurance Requirements	10/15/2020	3
E	Forms Package	10/15/2020	13
F			
G	Project Schedule	10/15/2020	1
H	Drawings, Specifications & Addenda	10/15/2020	28
I	Safety Documents	10/15/2020	4
J	Stored Materials	10/15/2020	3


Subcontractor understands and agrees to be bound by all terms and conditions of this Subcontract, including those set forth in all of the Appendices and all of the other documents referenced herein. All work and services that Subcontractor is required to perform under this Subcontract shall be referred to as the “Work” or “Subcontract Work.” Capitalized terms defined herein shall apply to all Appendices, and terms not defined herein shall have the same meanings as corresponding defined terms in the Appendices.

5. Entire Agreement/Amendment. This Subcontract, including the documents incorporated herein by reference, embodies the entire agreement between the parties and supersedes all prior negotiations, bid proposals, agreements and understandings related to the subject matter of this Subcontract. This Subcontract may only be amended or modified by a written instrument executed by Contractor and Subcontractor. Subcontractor’s signature on this Subcontract confirms that Subcontractor has reviewed and understands this Subcontract, including all Appendices. This Subcontract governs any Subcontract Work performed pursuant to a letter of intent or similar written agreement prior to this Subcontract being executed.

6. Authority/Joint & Several Liability. If a party to this Subcontract is a corporation, partnership, limited liability company or other form of business entity, each person executing this Subcontract on behalf of that party warrants and represents that the party is a duly organized and validly existing entity, that the party has full right and authority to enter into this Subcontract and that the persons signing on behalf of the party are authorized to do so and have the power to bind the party to this Subcontract. If Subcontractor is a partnership, association, joint venture or similar entity, the separate entities that comprise Subcontractor are jointly and severally bound by the terms and conditions of this Subcontract.


IN WITNESS WHEREOF, the parties have executed this Subcontract Agreement as of the date first written above.

**CONTRACTOR:**  
**Balfour Beatty Construction, LLC dba Howard S. Wright**  
a Delaware Limited Liability Company

By:  10/23/2020  
\_\_\_\_\_  
(Signature) (Date)  
Jeff Longacre  
\_\_\_\_\_  
(Print Name)  
Vice President  
\_\_\_\_\_  
(Title)

SW JL

**SUBCONTRACTOR:**  
**FieldTurf USA, Inc.**  
a Corporation

By:  10/23/2020  
\_\_\_\_\_  
(Signature) (Date)  
SVP Marketing/Innovation  
\_\_\_\_\_  
(Print Name)  
Darren Gill  
\_\_\_\_\_  
(Title)



APPENDIX A  
TO  
SUBCONTRACT AGREEMENT

SCOPE OF WORK – GENERAL ITEMS

[Attached]



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Appendix "A" is intended to further define, but not limit, the general scope of the Subcontract Work.

The Drawings, Specifications, Addenda and other documents affecting the design published by the project design team are to be treated by Subcontractor as scope documents that indicate the general scope of the project in terms of Owner's Project Criteria, the overall dimensions, the type of structural, mechanical, electrical, utility, and all other systems, and an outline of the major architectural elements. As scope documents, the Drawings, Specifications, Addenda and other documents affecting the design published by the project design team do not necessarily indicate or describe all items required for the proper completion of the Subcontract Work, but it is to be understood that the intent is a complete job in every respect. Items set forth below are not intended to exclude any other requirements under the Contract Documents.

## **1. GENERAL ITEMS**

- 1.1 The following items must be completed in strict conformance with this Subcontract Agreement prior to mobilizing to the jobsite:
  - Required insurance certificate(s)
  - Site-specific Safety Plan (See also, attached Appendix I for further information and additional requirements)
  - Drug testing policy for Subcontractor's employees
  - Name and contact information for Subcontractor's authorized representative and emergency telephone numbers.
  - Read and adhere to Prime Building Rules and General Conditions
- 1.2 In the specifications or general notes where reference is made to "Contractor" or "General Contractor" and to the work performed or directed by "Contractor", and where such work is a part of the Subcontractor's trade, said work shall be done by the Subcontractor.
- 1.3 Subcontractor certifies that they have visited the job-site and are completely familiar with the existing conditions, concurrently scheduled construction, access, staging and site limitations, and have made allowances for those conditions in their subcontract amount.
- 1.4 Subcontractor shall examine the conditions to receive their work, and the conditions under which the work will be installed. The Subcontractor shall notify the Contractor in writing of any conditions detrimental to the Subcontractor's installation prior to commencing work. Subcontractor is not to proceed with work in the affected area until the unsatisfactory conditions have been corrected. Commencement of work by the Subcontractor constitutes acceptance of existing surfaces and/or conditions.
- 1.5 Subcontractor acknowledges this subcontract agreement is based on prevailing wage and all work shall be tracked on time and materials.

## **2. SCHEDULING**

- 2.1 The Subcontractor shall, each day at the end of each shift, complete and submit a copy of its required Daily Construction Report to the Contractor's Supervision. The report shall include at a minimum 1) number of Subcontractor personnel and heavy equipment on the site that day, 2) areas worked and progress made, and 3) notice of any injuries sustained by subcontractor personnel on site that day.
- 2.2 Subcontractor shall schedule and coordinate its work with the Contractor to complete any work conflicting with the locations of any equipment furnished by Contractor or other subcontractors (e.g. tower cranes, man hoist, jobsite offices, storage containers). Such out of sequence work shall not be a basis for claim and such cost shall be considered included in the scope of this Subcontract.
- 2.3 Subcontractor acknowledges and agrees to building at various hours in order to maintain schedule. Due to this being emergency work, schedule is subject to change on a regular basis depending on level of each sites priority.

## **3. CHANGES**

- 3.1 Proposals for extra work or changes shall be submitted with detailed breakdowns itemizing quantities, unit costs, man-hours, rates, etc. as required by the Project Manager for review.



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#### **4. PERMITS AND FEES**

- 4.1 Subcontractor shall pay all utility connection costs and fees associated with the work performed under this Subcontract.
- 4.2 Subcontractor shall pay for and secure all permits and plan review fees associated with its work under this Subcontract. Including but not limited to: haul, trucking, traffic, street use, or any other permits that apply to its work outside of the General Building Permit.
- 4.3 Subcontractor shall schedule and coordinate all testing and inspections required for their systems and in accordance with local codes or governing authorities as applicable. Testing and inspections shall be scheduled and coordinated in a timely manner so as to avoid delays to the work. All testing and inspections shall be logged with the Contractor's field supervision.

#### **5. SEPARATE WORK**

- 5.1 Any work other than that performed under the terms of the Prime Contract by either Contractor or Subcontractor for the other's account will be done for an agreed upon lump sum or on a time and material basis with maximum markup for overhead and profit of fifteen percent (15%).

#### **6. SAFETY**

- 6.1 Abuse or misuse of Contractor furnished ladders, equipment or tools and any accidents or losses resulting therefrom through Subcontractor's operations, shall be the responsibility of the Subcontractor.
- 6.2 Subcontractor's progress payments will be withheld until Subcontractor's safety procedures are in compliance with Contractor's Requirements.
- 6.3 Subcontractor is responsible to initiate and permanently maintain all hazardous material record keeping required by federal and state regulations and shall make these records available for inspection by Contractor. Where applicable, this includes the necessary records for transporting, receiving, handling, storing and disposal of hazardous materials and wastes.
- 6.4 Subcontractor shall furnish, install, maintain, and remove all temporary safety measures required for completion of Subcontractor's scope of work including engineered systems as required by Labor and Industries.
- 6.5 Subcontractor shall be responsible to ensure Subcontractor's storage and work areas are maintained to provide adequate protection to the public, the facility, and other construction activities.
- 6.6 Subcontractor shall make available on site all documentation of compliance with the WAC Safety Standards for Construction work, including, but not limited to: Self inspection program, disciplinary action, safety training, weekly safety meetings, weekly walk around inspections, accident investigations, hazard communication program chemical list, GHS and written fall protection plans.
- 6.7 Subcontractor shall be responsible for all barricades, flagman, banners, warning signs and personnel to insure Subcontractor's work area is adequately protecting the public and other construction activities.
- 6.8 Subcontractor shall provide proper ventilation in any area where noxious fumes or harmful dust are created by the Subcontractor's operation as needed and in accordance with applicable regulations and codes. The Contractor will not provide any special air circulation or ventilation.
- 6.9 Subcontractor must follow all CDC and public health guidelines in all operations related to these quarantine sites. Subcontractor shall notify contractor immediately if any of it's staff exhibits any flu like symptoms and remove them from all job sites.

#### **7. HOUSEKEEPING**

- 7.1 The Subcontractor shall perform continuous cleanup of its work including removal of all its rubble, boxes, crates, cartons and debris daily to on-site trash containers provided by the Contractor. Containers to facilitate the continuous cleanup of Subcontractor's work will be provided by the Subcontractor. Subcontractor shall leave its work area(s) broom clean at the end of



each day. Should the Subcontractor fail to perform cleanup as defined herein, the Contractor may, after one day's written notice, perform the cleanup for the Subcontractor and deduct the costs of the cleanup performed for the Subcontractor from the Subcontract Amount.

- 7.2 Subcontractor shall maintain neat, orderly, and safe work areas at all times. Subcontractor shall take precautions to protect adjacent finished surfaces from damage as a result of its work activities. Subcontractor shall take all precautions to protect surfaces from impacts, abrasions, dropped and/or spilled materials, or other debris during its installation. Subcontractor shall clean up its work areas continuously and not allow dropped and/or spilled materials to harden on a finished surface. Subcontractor's work area will be left picked up and clean at the end of each shift. Adjacent installations shall be restored to their original condition by Subcontractor if damaged or soiled by Subcontractor.
- 7.3 Subcontractor shall take all necessary precautions to protect their installed materials, products, and exposed finishes from damage during transportation and before and after installation. Subcontractor shall provide continuous and adequate temporary protection of adjacent installations during installation of Subcontractor's work.
- 7.4 Subcontractor shall be responsible for costs of repair or rework to the work of others that is damaged as a result of the actions of Subcontractor. Wood floors in high traffic areas will be protected by Ram Board provided by the Contractor. Subcontractor must ensure that floor protection is in place and maintained whenever equipment is moved through high traffic areas, these areas include elevator lobbies, freight elevator corridors, and areas in front of entrances. If Subcontractor is working in low traffic areas, they shall be responsible for providing their own substrate protection. If floor protection is not in place beneath Subcontractor's work or equipment, it shall be the Subcontractor's responsibility to repair any damages that occur to the polished concrete floors or other substrates as a result.
- 7.5 Any damage due to the negligence of Subcontractor to existing structural or architectural building components, doors, frames, windows, walls, ceilings, and all finished items will be the responsibility of Subcontractor.
- 7.6 Subcontractor shall keep all streets, alleys, parking garage, breezeway, and other access points clean and free of dirt and debris from its activities at all times and be responsible for repairs, cleaning, and maintenance of streets, pavement, traffic coatings, and drainage systems as necessary due to its operations as well as for all associated traffic control, impacts and the like. Subcontractor shall clean up its trucks and equipment prior to exiting the jobsite to avoid tracking or spillage of dirt and debris.
- 7.7 Employees of the Subcontractor and their lower-tier subcontractors are only permitted to smoke, eat and drink in areas designated by Contractor's supervision. No food or drink will be allowed in work areas, with the exception of water.
- 7.8 Playing radios, TVs, or other broadcast media inside the building is prohibited.

## **8. OTHER GENERAL CONDITIONS**

- 8.1 Record Drawings: As part of the Contract requirements, the Subcontractor is required to document all variations between the construction actually provided and that indicated or specified in the Contract Documents. The Subcontractor will maintain a reproducible set of as-built drawings on the jobsite. On a daily basis, the Subcontractor must document, neatly and legibly, all variations. Subcontractor will be required to demonstrate that as-built drawings are being maintained prior to the release of Subcontractor's monthly progress payments.
- 8.2 Submittals shall be transmitted to Howard S. Wright with area clearly noted on the transmittal. Submittals shall be provided electronically in .pdf format. Subcontractor shall coordinate its work with that of other trades prior to the preparation of project specific shop drawings and shall furnish updated sets of approved shop drawings and data for distribution electronically in .pdf format for Contractor's other trades and field use. Product samples shall be submitted with four (4) copies. If the Division 1 Specification requires more stringent requirements, Subcontractor shall comply with those requirements.
- 8.3 Substitutions:
  - (a) In general, substitutions will not be allowed unless 1) clearly identified on the Bid Form at the time of Subcontractor's bid, 2) Specified product, material or equipment is no longer available or, 3) Subcontractor clearly identifies the value of cost savings in their proposed substitution.



- (b) Any and all fees charged for reviewing proposed substitutions submitted by the Subcontractor will be against the Subcontractor's account.
- (b) If a substitution is permitted, the Subcontractor shall guarantee that the materials or equipment submitted are in accordance with the Specifications and will meet the performance requirements of the Contract Documents. If the material or equipment differs from that specified, the Subcontractor shall be responsible for the consequences of any failure and shall assume any added cost of changes in construction, design or engineering resulting from the substitution.

**8.4 Storage, Access, Deliveries, Hoisting:**

- (a) The Subcontractor shall coordinate its material and equipment deliveries to the site with the Contractor to minimize conflicts. Storage at the site must be at locations approved by the Contractor to utilize allowable space and to eliminate interference with work performance. Subcontractor shall deliver, unload and transfer all material and equipment to the location of the work. Protection of Subcontractor's stored items is the Subcontractor's responsibility, including keeping material off the grade or floor to prevent water damage.
- (b) Subcontractor is responsible for unloading, distributing, securing and protecting its materials and equipment daily.
- (c) Subcontractor shall make deliveries through the lobby main entrances into the space. Elevators shall not be permitted for use.
- (d) Deliveries shall be scheduled at least 48-hours in advance with Contractor's Site Supervision. If deliveries have not been scheduled with Contractor, Contractor reserves the right to refuse delivery and Subcontractor shall reschedule delivery at its own cost.
- (e) Unless specifically stated otherwise, the following functions will be provided complete by the Subcontractor as required for its operations: Special access requirements, provisions for movement and flow of Subcontractor equipment and materials, staging and scaffolding, rigging and hoisting, special heat and/or light requirements, and jobsite storage area preparations.
- (f) All scaffolding, ladders, staging, and rigging required for Subcontractor's operations shall be furnished, erected, maintained, dismantled and removed by the Subcontractor and must comply with all applicable regulations and codes. Subcontractor shall properly secure its scaffolding units to prevent toppling or excessive movement during inclement weather. All scaffolding, shoring, railings, etc. shall conform to Contractor's and WISHA standards.
- (g) Any hoisting, moving or handling of the Subcontractor's materials is the responsibility of the Subcontractor, unless previously agreed to and documented. Any hoisting required by the Subcontractor that the Contractor has equipment capable of handling, can be hired from the Contractor at prearranged rates. Subcontractor is responsible for all necessary rigging from the main hook associated with its work. It is the responsibility of the Subcontractor to certify the weights of all Subcontractor's loads to be hoisted.
- (h) Any specific concerns, questions, or direct ratings for floor load limits in specific locations should be discussed directly with Howard S. Wright, and the appropriate structural engineer as applicable.
- (i) Subcontractor shall coordinate with Contractor 48 hours in advance for all deliveries. Subcontractor understands that the elevators will also be used by Contractor and other Subcontractors, and that Contractor will make its best effort to afford the Subcontractor the amount of elevator time requested by Subcontractor for its work; however, under no circumstances will Contractor accept any claims for delay or extra costs based upon Subcontractor's claim that they did not have adequate elevator time.

8.5 Subcontractor shall provide written warranties on forms acceptable to the Owner and complying with the requirements of the Contract Documents prior to application for final payment. At a minimum, Subcontractor shall warrant its work for a period of one year from the date of Substantial Completion unless a longer period is specifically called out in the Contract Documents.

8.6 Subcontractor shall provide draft operation and maintenance manuals (O&M's) and as-built drawings one week prior to commissioning commencement. Final O & M's and as-built drawings are to be delivered to the Contractor no later than two weeks after Substantial Completion or owner occupancy, whichever is earlier and prior to application for final payment.





**8.7 Temporary Services:**

- (a) Contractor will provide a 20A 120V temporary power source within 100 feet of Subcontractor's work area. Subcontractor shall provide their own GFCI pigtailed for plugging their temporary power cords into, as necessary. Subcontractor shall remove and replace any of the temporary power cords which are damaged or have exposed insulation showing. Subcontractor shall not operate any breakers or switches that are part of Contractor's temporary power system. In the event of any kind of power failure, Subcontractor shall immediately notify Contractor or the Electrical Subcontractor if so requested by Contractor.
- (b) Contractor will provide pathway lighting as required by regulations in stairways and core areas. Subcontractor will provide all additional accessories, cords and task lighting required for its operations.
- (c) Temporary toilet facilities will be provided by Contractor.
- (d) Temporary water will be provided by Contractor at a hose bib. Hoses, fitted with nozzles with shut-offs, are to be furnished by Subcontractor, if required for the performance of its work. Subcontractor shall shut off hose bibs at the end of each work day so that no hose will remain unattended with water pressure during non-working hours.
- (e) Subcontractor shall provide proper ventilation in any area where noxious fumes or harmful dust are created by the Subcontractor's operation as needed and in accordance with applicable regulations and codes. The Contractor will not provide any special air circulation or ventilation.
- (f) Drinking water shall be provided by Subcontractor in approved containers which shall be maintained by Subcontractor for its own workers.

8.8 Contract Documents: Subcontractor will provide and maintain updated copies of the Contract drawings and specifications on site at all times for the use of their employees.

8.9 All Subcontractor materials in any plenum space or passing through rated construction must meet all governing codes having jurisdiction and the Contract Documents. Subcontractor is individually responsible for providing the required UL approved fire caulking systems where their materials penetrate rated wall or floor construction. Additionally, Subcontractor is individually responsible for providing Architect approved acoustical caulking where its materials penetrate acoustical walls.

**8.10 Roof Access:**

- (a) Howard S Wright personnel will escort vendors and/or Subcontractors requiring roof access at all times.
- (b) Where applicable; Vendors and/or Subcontractors must sign in and out with Howard S Wright prior to and concluding any work on the roof. This signature form is located in the Howard S Wright jobsite office.
- (c) Provided roof walkway mats are to be used at all times. Areas of unprotected roofing membrane around HVAC/mechanical equipment, is to be protected during servicing by utilizing a non-flammable protective layer. HSW will assist in determining appropriate cover.
- (d) All debris, tools and waste of any kind are to be removed from the roof when work is completed by the vendor/contractor conducting the approved work.
- (e) Any roof penetration requires prior written approval from HSW and the Building Owner as any work may void existing warranties.
- (f) Open flame/torch work on the roof requires written approval from HSW and the Building Owner and must be accompanied with the hot work authorization form.

**9. LAYOUT AND CONTROLS**

9.1 Subcontractor shall be responsible for their own entire layout, alignment, and leveling of all installations under this scope of work. Contractor will provide one grid line along the X and Y-axis on the first floor and vertical control point for the building ONLY. Subcontractor is responsible for replacing (at their own cost) all staking, flagging, gridline layouts and/or benchmarks damaged or removed by their personnel in performing this scope of work.

9.2 Subcontractor to coordinate locations and sizes of all openings in Subcontractor's work with respective trades. Subcontractor's failure to coordinate with other trades will result in Subcontractor reworking openings in their work at no additional expense to Contractor.



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9.3 Subcontractor shall provide a layout drawing of proposed Access Door types and locations for approval, layout approved locations in the field prior to framing, and furnish the proper sizes and quantities of access doors to the drywall subcontractor for installation. All access doors on the project will be provided by the same manufacturer (first approved).

**10. PARKING**

10.1 Subcontractor is responsible for parking and associated costs.

10.2 Parking in fire lanes or other red curbed areas is strictly prohibited.

**10.3 CONFIDENTIALITY AND MEDIA COMMUNICATION**

10.4 Contractor shall treat all information relating to the Work and all information supplied by Contractor, Owner or Architect as confidential and proprietary information, and shall not permit its release to other parties or make any public announcement or publicity releases without Owner's written authorization. Contractor shall also require its Subcontractors and materialmen to comply with this requirement. In furtherance of the foregoing, Contractor agrees that it will not, without the prior written approval of Owner, (i) publicize the fact that Owner has entered into this Contract, or (ii) disclose, confirm or deny any details of this Contract. Contractor agrees that it will not use Owner's name in connection with Contractor's publicity with respect to the Project without the prior review and written approval in each instance by Owner. Contractor shall also insert the terms of the provisions of this Subsection in all contracts and/or agreements executed in connection with the services to be performed under the Contract Documents and shall require that the Subcontractors include these provisions in all of their subcontracts with Sub-subcontractors.

**11. RETENTION**

11.1 Subcontractors: Payments to Subcontractors at all tiers (including all major fabricators and manufacturers) shall be subject to retainage of not less than ten percent (5%).

11.2 Design-Build Subcontractors: Payments to Design-Build Subcontractors shall be subject to retainage of not less than five percent (5%).

11.3 Suppliers: Payments to Suppliers shall be subject to retainage of zero percent (0%).

11.4 Retention is not released on a sub-job basis. Retention is to be held until completion of the entire project, including all sub-jobs.

**12. PAYMENT/ BILLING**

12.1 Contractor's Prime Contract payment terms are Net 45, Subcontractor pay when paid clause per Appendix C still applies.

END OF APPENDIX A



APPENDIX B  
TO  
SUBCONTRACT AGREEMENT

SCOPE OF WORK – TRADE SPECIFIC

[Attached]



**A. GENERAL INCLUSIONS:**

Subcontractor shall provide all supervision, engineering, shop fabrications, labor, equipment, materials, transportation, shop drawings, submittals, coordination, layout, etc. to provide all **Field Turf Replacement & Repair** as required for complete and functional system in accordance with the Contract Documents and as required by the Authority Having Jurisdiction (AHJ).

**The following scope inclusions apply to the costs described below:**

1. The drawings, specifications and other documents listed in Contract Documents indicate the general scope of the work. These Contract Documents do not necessarily indicate or describe all work required for the full performance and completion of the work. Subcontractor shall provide all items required for the completion of the Work without adjustments to the Subcontract Price. Subcontractor acknowledges and represents that Subcontractor has:
  - a. Examined and fully understands the Plans, Specifications and Reports listed as Contract Documents as well as the Owner's criteria and standards.
  - b. Determined all procedures, techniques and schedules necessary or appropriate to complete the work.
  - c. On the basis of the above and any further examinations, investigations and studies which Subcontractor has made in connection with the Work, Subcontractor represents and agrees that the Contract Documents are adequate to the best of Subcontractor's knowledge and that the Work can be performed in strict accordance with the terms of this Subcontract Agreement.
  - d. All escalation costs are included in the Subcontract Price, with the exception of escalations imposed by government tariffs after award or force majeure scenarios.
2. Subcontractor shall protect new and existing utilities as required during construction. Any damage to utilities as a result of Subcontractor's negligence will be corrected at Subcontractor's expense.
3. Subcontractor to attend coordination meetings, as requested by Contractor, to resolve conflicts with other trades' systems. There shall be no limit to the number of coordination meetings.
4. Subcontractor shall prepare, and submit to Contractor for approval a detailed procurement, fabrication, delivery, and installation schedule for its scope of work. It will be the responsibility of Subcontractor to provide all resources and material required to adhere to Project Schedule (Appendix G) in order to prevent delays to the project due to shortages or late deliveries. Subcontractor shall provide bi-weekly updates of procurement status until all materials have been delivered to subcontractor's warehouse or project site.
5. All required commissioning, orientation, and punch list associated with Subcontractor's work shall be coordinated and reviewed by Architect, Contractor, and Owner; this includes provision of detailed plans, schedules and agendas as may be required for the scope of work. Subcontractor shall submit commissioning plan and schedule for review and approval prior to commencing any commissioning activities. Subcontractor understands that some commissioning activities may be performed during off hours and has included provision in the Cost of Work.

**6. Field Turf Replacement Scope Specific Inclusions:**

- a. Subcontractor shall submit any record documents required by the City of Shoreline, King County and any other Authorities Having Jurisdiction.



- b. Subcontractor shall provide continual cleanup throughout the duration its work in accordance with Contractors schedule.
- c. Subcontractor acknowledges it will be working around live sprinkler lines, and shall be responsible for any costs associated with damaging the sprinkler system.
- d. Subcontractor shall remove from site all demolished materials daily and legally dispose of material in accordance with Authority having Jurisdiction.
- e. Subcontractor shall remove existing turf as a separate mobilization and coordinate with Contractor for e-layer inspections with King County, City of Shoreline and any other consultants for review and assessment of field.
- f. Subcontractor shall furnish and install new turf 95,677 sf in accordance with the contract documents and as coordinated with King County.
- g. Subcontractor shall furnish and install 95,677 sf of PureFill Cork Infill System in accordance with the contract documents and as coordinated with King County.
- h. Inlaid markings for soccer and lacrosse tick marks are included.
- i. Subcontractor shall include (1) Gmax test at completion of installation and warranty Gmax testing in years 1,2,4,6&8.
- j. Subcontractor shall provide standard care maintenance visits at 6 months and 1 year.
- k. Subcontractor shall furnish and install all materials necessary for a complete repair and fully warranted turf system.
- l. Daily updates of as-built drawings are not required as noted in appendix C 8.1. Final shop drawings shall be provided once project is complete.

**B. EXCLUSIONS:**

- 1. WA State Sales Tax
- 2. Permits

**C. SUBCONTRACT AGREEMENT ACCOUNTING:**

- 1. The following amounts are used to establish the Subcontract Amount only and are not intended to represent a Schedule of Values. The Schedule of Values Submittal is subject to approval by the Contractor.
- 2. The dollar amount provided below is not the final subcontract value. The final subcontract value is to be based on time and material only, final value is not to exceed the amount given below without prior approval by the contractor.

Item	Description of Work	King County Quarantine
1	Removal of Turf	\$53,480.10
2	Field Turf	\$414,281.41
3	Purefill cork infill system not to exceed	\$81,325.45
4	Inlaid NFHS Soccer Markings	Incl
5	Inlaid NFHS Lacrosse Tick Marks	Incl
6	3 <sup>rd</sup> Party Pre-Shipment Testing on Rolls of Turf	\$2,244.00
7	Gmax Testing (1) test at completion	\$1,530.00
8	Warranty Gmax testing in years 1,2,4,6,8	\$7,650.00

9	Standard Care Maintenance Visits @ 6 mo & 1 year	\$3,774.00
10	Bond	\$6550.35
	<b>Subcontract Total</b>	\$570,835.31

#### D. SUBCONTRACT ADMINISTRATION

**Detail of other costs charged to the project including copies of properly approved and cost coded vendor invoices and/or Subcontractor internally generated invoices or job cost entries for subcontractor-owned equipment, tools or materials charged to the project. This detail shall include hard copies of journal entries with detailed descriptions for costs posted to the job cost history report.**

- Overhead and Profit.** Subcontractor’s mark-up for Overhead and Profit (“Fee”) are to be applied to additive and deductive change orders. Except for Subcontractor’s Fee provided for below, Subcontractor shall only charge Contractor for Subcontractor’s actual cost and shall not apply any other mark-up to the Cost of the Work. Subcontractor mark-up shall be limited to the following Fee percentage amount(s):

a)	Fee on combined direct Labor and Labor Burden costs:	15%
b)	Fee on direct Material, Tools, and Equipment Rental costs:	15%
c)	Fee on sub-tier subcontract costs:	5%

Subcontractor’s Fee shall be applied to the Cost of the Work exclusive of state and local sales tax, value added tax or any such taxes based on the value of the Work, and any unused Allowances.

- Unit Prices and Labor Rates.** All stipulated/unit prices and labor rates shall be all-inclusive rates and constitute full payment for payroll burdens including, but not limited to costs for FICA, SUI, FUI, Workers Compensation, Employment Insurance, and other taxes and insurances measured by payroll, established employee benefits such as pension, retirement plans, vacation, statutory holidays, sick and other leave with pay, health and life insurances, bonus programs, union assessments (if any), training funds, alcohol and drug testing, and industry and administration funds. Overhead and Profit are specifically excluded.

#### LABOR RATES:

All labor rates include full compensation for the cost of labor, burdens, small tools, safety, vehicles, and all other labor incidentals associated with the unit rate. Markups for overhead and profit are not included in labor rates.

- Labor rates to be added to contract via change order. No change orders will be issued to subcontractor until labor rates are approved by contractor.

**END OF APPENDIX ‘B’**



APPENDIX C  
TO  
SUBCONTRACT AGREEMENT

TERMS AND CONDITIONS

[Attached]



**1. GENERAL OBLIGATIONS**

'Contract Documents' mean this Subcontract and the Prime Contract, including all general conditions, appendices, supplementary general conditions, drawings, specifications, addenda, and modifications issued prior to this Subcontract Date, and all modifications issued subsequent to this Subcontract Date. To the extent of the Work, Subcontractor assumes toward Contractor all the obligations and responsibilities which Contractor has assumed toward Owner under the Prime Contract, including all representations, warranties, indemnities, guaranties, and dispute resolution procedures. By executing this Subcontract, Subcontractor represents and warrants that it and its sub-subcontractors, materialmen and suppliers of every tier (i) have all required licenses in good standing, and have the experience and skills necessary to safely and adequately perform the Subcontract Work; (ii) have carefully examined the Contract Documents and have visited and examined the site, or deem such visit and examination to be unnecessary.

**2. SUBCONTRACT WORK**

2.1 General. Subcontractor will comply with all Legal Requirements applicable to the Subcontract Work, the Project and Site. 'Legal Requirements' are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work. The Subcontract Work will be carried out in strict compliance with the Contract Documents. Substitutions are not allowed unless the substitution is specifically authorized in writing. The Subcontract Work will be performed in a neat, skillful and workmanlike manner and is subject to inspection and approval of Contractor and Owner or its authorized representative. Subcontractor will have a competent, English-speaking Superintendent or Foreman, reasonably acceptable to Contractor, at the jobsite at all times Subcontract Work is being performed. In addition, Subcontractor shall have at least one employee in each area where Subcontract Work is being performed who is able to communicate in both English and the language or languages of the other of Subcontractor's employees in that area. The purpose of these requirements is to facilitate communications with Subcontractor's employees regarding jobsite safety and the performance of the Subcontract Work.

2.2 Submittals.

2.2.1 Before beginning the Subcontract Work, Subcontractor will prepare and timely submit and resubmit as required all shop drawings, erection drawings, diagrams, samples, manufacturer's brochures, reports and other submittals as required by the Contract Documents. Review by Contractor is a general check only, and does not relieve Subcontractor from complying with the Contract Documents.

2.2.2 Subcontractor will notify Contractor in writing of any discrepancies or inconsistencies in the Contract Documents that affect the Subcontract Work before performing the affected Subcontract Work.

2.3 Quality Control, Coordination Between Trades and Corrective Work.

2.3.1 Subcontractor is responsible for quality control for the Subcontract Work and coordination of its work with that of Contractor and other trades.

2.3.2 Subcontractor shall coordinate its work with that of other trades prior to the preparation of shop drawings and shall furnish approved shop drawings for distribution to the other trades. Subcontractor shall be responsible for all cutting, patching or core drilling required due to any Subcontractor errors or omissions.

2.3.3 Subcontractor is responsible for maintaining clearances between the structure and its materials. Subcontractor shall coordinate its work with the work of mechanical, electrical, plumbing, fire protection and other trades.

2.3.4 Subcontractor shall schedule and coordinate its work with the Contractor to complete any work conflicting with the locations of any equipment furnished by Contractor or other subcontractors (e.g. tower cranes, man hoist, jobsite offices, storage containers). Such out of sequence work shall not be a basis for a claim and such cost shall be considered included in the scope of this Subcontract.

2.3.5 Subcontractor will be deemed to have accepted existing conditions and surfaces as satisfactory for performing the Subcontract Work when it begins Subcontract Work in a particular area.

2.3.6 No penetrations whatsoever will be permitted in a structural member or associated formwork without Contractor's prior written approval. Prior written approval must be received from Contractor before Subcontractor uses pins or other fasteners in post-tensioned slabs.

2.3.7 Subcontractor will promptly remove, replace and/or correct all Subcontract Work rejected by Contractor or Owner as failing to conform to the Contract Documents, and Subcontractor will pay all costs related to any damage or repair to work performed by others required by such removal, replacement and/or correction. If Owner or Contractor deems it more expedient to repair property damage caused by Subcontractor, or to remove, replace and/or correct nonconforming Subcontract Work, or complete incomplete Subcontract Work, it may do so and the related costs will be charged to Subcontractor.



**3. SUBCONTRACTOR AS EMPLOYER**

Subcontractor will comply with all Legal Requirements pertaining to unemployment compensation, workers' compensation, Social Security and employment, including but not limited to, all Legal Requirements pertaining to immigration and prevailing wages. Contractor will not in any way be liable as an employer of, or on account of, any of the employees of Subcontractor.

**4. TAXES AND BENEFITS**

Subcontractor will pay any and all taxes and license fees, including sales taxes and use taxes, if any, for which Subcontractor may be liable in connection with the Subcontract Work. Subcontractor will further pay industrial insurance and all other amounts required under worker's compensation laws or related to any employee benefits funds as the same may become due. Subcontractor will, prior to final payment and at any other time requested by Contractor, furnish written evidence that the above items have been paid.

**5. SCHEDULING AND TIME**

**5.1 Time of Essence.** Time is of the essence for this Subcontract. Subcontractor will start work immediately when notified by Contractor, and prosecute and complete the Subcontract Work at such times as will enable Contractor to fully comply with the Prime Contract. Contractor's schedule, supplementary schedules and revisions are incorporated by reference into this Subcontract and are collectively referred to as the 'Project Schedule'. Subcontractor will acquaint itself with and be familiar with its items of work and the relationship of its Subcontract Work with that by other persons in all such schedules, and perform its Subcontract Work in accordance with the Project Schedule, including the supplementary schedules. Contractor reserves the right to re-sequence or reschedule the Subcontract Work from time to time in order to meet the contractual completion date for the Project. In the event that Subcontractor believes that such re-sequencing or rescheduling will cause it to incur additional time or cost, Subcontractor shall notify Contractor in accordance with Article 7, below. Subcontractor will, at all times, keep Contractor informed about any pending or potential delays to the Subcontract Work, including any delivery delays. Subcontractor is bound by any damages provisions in the Prime Contract, including any provisions concerning liquidated or consequential damages owing to Owner, to the extent caused by Subcontractor.

**5.2 No Claims.** Subject to the provisions of Section 7.4 below, no claims for additional compensation or damages for delays, whether caused in whole or in part by any conduct on the part of Contractor, including, but not limited to, conduct amounting to a breach of this Subcontract, or delays by other subcontractors or Owner, shall be recoverable from Contractor.

**6. PAYMENTS AND LIENS**

**6.1 Progress Payments.** On or before the twentieth (20th) day during each calendar month that Subcontract Work is performed, or at such other times as will enable Contractor to apply for and receive payment under the Prime Contract, Subcontractor will submit to Contractor a payment application that includes all information and materials required by the Prime Contract and/or reasonably required by Contractor, including without limitation Conditional and Unconditional Waivers and Releases Upon Progress Payment from Subcontractor and each sub-subcontractor, supplier, employee benefit fund and union trust fund and other person who may have lien, stop notice, or payment or performance bond rights as a result of the Subcontract Work, in the form included in Appendix E hereto, and an affidavit of payment in a form acceptable to Contractor. Each payment application will provide for ten percent (10%) retention, unless otherwise specified under Appendix A, until the Subcontract Work is completed and accepted by Contractor and Owner.

**6.2 Final Payment.**

**6.2.1** Subcontractor's final payment will not be due until all close-out requirements specified in the Contract Documents have been completed. Subcontractor's final payment application will include all information and materials required by the Prime Contract or reasonably required by Contractor, including without limitation Conditional and Unconditional Waivers and Releases Upon Final Payment from Subcontractor and each sub-subcontractor, supplier, employee benefit fund and union trust fund and other person who may have lien, stop notice, or payment or performance bond rights as a result of the Subcontract Work, in the form included in Appendix E; written consent of surety (if any), a written statement that Subcontractor knows of no reason that insurance required by this Subcontract will not remain in effect for the period required by the Contract Documents, and a statement of contract balance and affidavit of payment in a form acceptable to Contractor.

**6.2.2** Subcontractor's final payment, including retention, will be paid within thirty (30) days after Contractor has been paid in full by Owner for the Subcontract Work (or such shorter period required under applicable law).

**6.2.3** Within five (5) days after receiving final payment, Subcontractor will deliver to Contractor an original Unconditional Waiver and Release Upon Final Payment from Subcontractor and each sub-subcontractor, supplier, employee benefit fund, union trust fund and other person with lien rights as a result of the Subcontract Work, which document will be in the form included in Appendix E. In the event any such waiver and release is not or cannot be furnished, then Subcontractor will furnish to Contractor a bond or other security satisfactory to Contractor.

6.3 General Payment Provisions.

6.3.1 Payments may, in Contractor's sole and absolute discretion, be made by checks jointly payable to Subcontractor and any persons to whom Subcontractor owes monies in connection with Subcontract Work. If Subcontractor fails to pay promptly any such persons, in addition to any other remedies, Contractor may, in its sole and absolute discretion after three (3) days written notice to Subcontractor, pay the amount of such liabilities and recover such amount from Subcontractor or deduct such amount from any monies then or thereafter due Subcontractor.

6.3.2 Subcontractor further agrees that Contractor shall have no obligation to pay Subcontractor for any work performed or materials or equipment furnished under this Subcontract unless Contractor has been paid for such work, materials, and equipment by Owner; and such payment by Owner shall be an express condition precedent to any obligation owing by Contractor to Subcontractor to pay for any work, materials or equipment including changed or extra work performed by Subcontractor under this Subcontract. Subcontractor relies solely on the credit of Owner, not Contractor. Where extra work is solely attributable to the actions of the Contractor and specifically authorized in writing by the Contractor, the Contractor will be responsible for payment to Subcontractor.

6.3.3 No payment to Subcontractor, progress or final, will operate as an approval of all or part of the Subcontract Work, or constitute Contractor waiving any rights.

6.4 Liens.

6.4.1 Subcontractor will cause any mechanic's lien, stop notice, equitable lien, payment or performance bond claim, or lis pendens (collectively, Mechanic's Liens and Related Claims) filed or maintained by any laborer, materialman, subcontractor or other person or entity directly or indirectly acting for, through, or under Subcontractor, or any union, union trust fund or similar entity, to be satisfied, removed, dismissed or discharged by bond, payment or otherwise within such time as provided under the Prime Contract or ten (10) days after written demand from Contractor, whichever is shorter. To the fullest extent permitted by Law, Subcontractor, at its own cost and expense, will defend, indemnify and hold harmless Owner, Contractor, the construction lender(s) and other Indemnitees from and against any claims, demands, causes of action, damages, expenses, costs, losses or liabilities arising out of or resulting from any such Mechanic's Liens and Related Claims. Such indemnity and defense obligations include attorneys' fees, consultants' fees, court costs and similar costs incurred by any Indemnitee in connection with enforcing this Section 6.4. Subcontractor acknowledges the separate and independent duty to defend set forth in this Section 6.4.1, and shall defend the referenced parties upon demand regardless of whether any indemnification obligations later arise. The foregoing indemnity and defense obligations do not extend to a particular Indemnitee if the Mechanic's Lien and Related Claims arise from the sole negligence or willful misconduct of such Indemnitee, and are in addition to any express or implied indemnity or contribution rights available to any of the Indemnitees at law or in equity. Notwithstanding any other provision in the Contract Documents, this Section 6.4 will survive any expiration or termination of this Subcontract.

6.4.2 To the maximum extent allowed by Law, Subcontractor agrees to subordinate its lien rights, by agreement in form and substance satisfactory to Owner and Owner's lender(s), to any deed of trust(s) or mortgage(s) securing any construction financing for the Project. Subcontractor further agrees to execute a subordination agreement in favor of Owner's permanent lender(s), if required, at such time and in such form as may reasonably be required by such permanent lender(s), provided Subcontractor has been paid pursuant to this Subcontract.

7. CHANGES

7.1 Contractor Changes. Contractor, may, in writing, without notice to Subcontractor's surety and without invalidating this Subcontract, make changes by substituting for, adding to, deducting from or otherwise changing the Subcontract Work, with the Subcontract Price adjusted accordingly. However, Subcontractor will not perform any changes absent a prior written directive signed by a Project Manager, Project Executive or Officer of Contractor. **Contractor's superintendent(s) is/are not authorized to modify this Subcontract in any way, including modifying the Subcontract Work or Subcontract Price.** Any extra work performed without Contractor's written directive in accordance with this Subcontract will be at Subcontractor's sole expense, including any extra work attributable solely to Contractor's acts or omissions. In addition, Subcontractor shall be liable for any and all losses, costs, expenses, damages, and liability of any nature whatsoever associated with or in any way arising out of any such change it makes without written direction from Contractor. All change proposals must strictly comply with the Prime Contract, including but not limited to any mark-up limitations, and be submitted in time for the Contractor to comply with the timeliness requirements thereof, or Subcontractor's claim is waived. Subcontractor is bound by any decisions of Owner or Architect relating thereto.

7.2 Subcontractor Changes. If Subcontractor discovers a condition or situation that it believes constitutes a change to its Work, or otherwise requires a change to the Contract Documents, Subcontractor shall provide written notice of the change within five (5) calendar days from discovering such changed condition. If a dispute arises between Contractor and Subcontractor about whether particular work constitutes a change to the Work, Subcontractor, upon direction from Contractor, shall timely perform the disputed work and give written notice of any claim for additional compensation for the disputed work within seven (7) days after the disputed work was performed. Subcontractor's failure to perform the work or failure to give timely notice of any change and claim constitutes an agreement by it that Subcontractor will not be paid for the disputed work.



7.3 Documentation. When time and material, hourly rate or overtime work is authorized by Contractor in accordance with this Article 7, Subcontractor will submit time sheets and material delivery records on a daily basis for signature by Contractor's Superintendent or authorized representative. If requested by Contractor, Subcontractor will provide access to all pertinent records required to establish the validity of payment requests. No payment will be due for time and material, hourly rate or overtime work absent strict compliance with this Section 7.2. Contractor's Superintendent's signature does not constitute approval for a change to the Subcontract Work or Subcontract Price, it only verifies hours worked or material delivered and assumes that Subcontractor has submitted a proposed change and obtained Contractor's written approval in accordance with this Subcontract to undertake time and material, hourly rate or overtime work. Overtime will not result in an adjustment to the Subcontract Price unless Contractor requests specific overtime in writing and agrees in writing to adjust the Subcontract Price for the overtime work specified. All such approvals will be signed by a Project Manager, Project Executive or Officer of Contractor. Contractor's superintendent(s) is/are not authorized to request or approve overtime. Such overtime will be chargeable at actual cost of the premium portion of labor only (without markups for overhead or profit), plus legally applicable labor taxes and fringes. All other overtime is at Subcontractor's sole expense.

7.4 Subcontractor's Claim. Notwithstanding any other provision of this Subcontract, to the maximum extent allowed by applicable law, Contractor will be liable to Subcontractor for any delay, interference, acceleration or other damages to Subcontractor, resulting from or arising out of any acts or omissions by Owner or Architect or anyone for whom either of them may be responsible, fire or other casualty, riots, strikes or other combined action of the workmen or others, any acts of God, or any other causes beyond Contractor's reasonable control, only if and to the extent Owner is liable to Contractor for such damages and actually pays Contractor for such damages. It is expressly understood that the only obligation Contractor has to Subcontractor under this provision is to pass on to Owner any claim Subcontractor has for such damages, and to pay to Subcontractor any amounts which Owner pays to Contractor as a result of such claim. Subcontractor will reimburse Contractor for all costs and expenses, including attorneys' fees, incurred in connection with presenting any such claim to Owner.

7.5 Direction to Proceed. If Subcontractor is notified by Contractor in accordance with this Article 7 to proceed with a change, then Subcontractor will promptly commence and expeditiously complete the change, without prior written agreement on pricing, regardless of any dispute concerning such change, and the dispute will be resolved in accordance with Article 17.

7.6 Time Requirements. If the time periods in the Prime Contract are shorter for the giving of notice of change or delay, notice of claims, demands for relief in the case of disputes, or notice to correct a default, then Subcontractor agrees to meet the shorter period as a requirement of this Subcontract.

7.7 No Notice to Surety. No change, alteration, or modification to or deviation from this Agreement, the Contract Documents, Prime Contract, plans, or specifications, whether made in the manner provided in this Article 7 or not, shall release or exonerate, in whole or in part, any bond or any surety on any bond given in connection with this Subcontract, and no notice is required to be given to such surety of any such change, alteration, modification, or deviation

## **8. LABOR RELATIONS**

8.1 Labor Agreements. Subcontractor shall comply with and be bound by any labor agreements executed by Contractor or on Contractor's behalf and applicable to the Project. Failure at any time to comply with any of the provisions of such agreements shall, at the option of Contractor, be cause for termination of this Subcontract pursuant to the provisions of Section 16.1.

8.2 Pass Through. Subcontractor shall employ its workmen in accordance with the wage rates, terms and conditions required of the Contractor including resolution of jurisdictional disputes.

8.3 Picketing. If Contractor's job site is picketed, and Contractor establishes a reserved gate for Subcontractor's use, Subcontractor will continue to properly perform the Subcontract Work without interruption or delay.

8.4 Lower Tier Agreements. Subcontractor will bind and require all of its sub-subcontractors (of every tier) performing job site work to comply with this Article 8. Subcontractor agrees to include this entire Article 8 in all lower-tier subcontract and supply agreements. Subcontractor will comply with, and agrees to be bound by, all applicable Legal Requirements, including all Fair Labor Standards Act provisions and State Law provisions covering the work.

## **9. SAFETY**

9.1 Safety Laws & Measures. Subcontractor will fully comply with the Construction Safety Act of 1969, the Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act (WISHA) and all other occupational safety and health Legal Requirements ('Safety Laws') and otherwise provide a safe work environment. Subcontractor will also comply with Contractor's safety rules, and will promptly provide information regarding safety matters, to Contractor, including notification of injuries or damage to property within 24 hours.

9.2 Indemnity. Subcontractor shall defend, indemnify and hold harmless Contractor for all damages, costs and penalties arising from or relating to the handling discharge, transportation and disposal of hazardous materials or waste generated or brought to the site by Subcontractor. Subcontractor further agrees to defend, indemnify and hold Contractor

harmless from all OSHA, WISHA and other state claims, demands, proceedings, violations, penalties, assessments or fines that arise out of or relate to Subcontractor's failure to comply with any safety-related laws, ordinances, rules, regulations, orders or its obligations hereunder. Contractor may charge against the sums otherwise owing to Subcontractor the amount of the fines and the fees, costs and expenses incurred by Contractor in the defense of the claim, citation and/or fine arising from or relating to the Subcontractor's failure to comply with this Article 9.

9.3 Weekly Safety Meetings. Subcontractor's personnel will attend all safety meetings Contractor might conduct and direct Subcontractor to attend. Subcontractor will provide Contractor with a copy of all minutes from Subcontractor's own safety meetings.

9.4 Hazardous Materials/Material Safety Data Sheets. Subcontractor will comply with all Safety Laws, Legal Requirements and Contract Document provisions concerning creating, using, handling, transporting or disposing any Hazardous Materials, as defined by the Contract Documents or applicable Laws, including all reporting requirements, such as Material Safety Data Sheets. Subcontractor is solely responsible for such compliance. Subcontractor will make all Hazardous Materials records available for inspection by Contractor. If Subcontractor encounters any suspected Hazardous Materials onsite, it will notify Contractor immediately so that Contractor may contact the appropriate persons and provide direction to Subcontractor.

9.5 Drug Testing. Personnel performing Subcontract Work at the jobsite will not report to work under the influence of, or have in their possession, any alcoholic beverage, marijuana, illegal drug, narcotic, or controlled substance. If Contractor has a reasonable basis for believing someone acting on Subcontractor's behalf is under the influence of any alcoholic beverage, marijuana, illegal drug, narcotic, or controlled substance while on the jobsite, then Subcontractor will upon instruction from Contractor either (i) permanently remove such person from the jobsite immediately, or (ii) test such person at such time as Contractor requests. The method of testing will generally be urinalysis and will be conducted by a certified laboratory. If testing indicates the presence of one or more illegal drugs, alcohol, or marijuana in Subcontractor's employee(s), then Subcontractor will immediately remove the employee(s) from the jobsite. Subcontractor will provide written certification with each progress billing that all personnel acting on its behalf at the jobsite have passed a pre-employment drug and alcohol test. Post accident testing is required after all onsite accidents unless testing is prohibited by a Union collective bargaining agreement or Law.

9.6 Waiver and Indemnity for Use of Contractor's Equipment. As consideration for the use of Contractor's equipment, materials, scaffolding, ladders, staging and rigging owned, rented, leased or borrowed by Contractor ('Contractor's Equipment'), Subcontractor agrees that:

(i) Contractor makes no representation or warranty regarding the condition or appropriateness for use of Contractor's Equipment;

(ii) Contractor would not allow Subcontractor to use Contractor's Equipment except for and as a result of Subcontractor agreeing to assume full and complete responsibility for the use of Contractor's Equipment;

(iii) Subcontractor will provide a competent operator or user who will inspect Contractor's Equipment before any use and who can identify defects, existing hazards, unsanitary, hazardous, or dangerous conditions in and around Contractor's Equipment and who is knowledgeable and familiar with all applicable federal, state and local safety laws, codes, regulations and Legal Requirements;

(iv) Subcontractor agrees not to modify any of Contractor's Equipment without the prior written consent of Contractor;

(v) Subcontractor assumes full and complete responsibility for the use of Contractor's Equipment and shall reimburse Contractor for any damage during Subcontractor's use;

(vi) Subcontractor agrees to indemnify, defend and hold Contractor, its agents, servants, employees, officers or partners harmless against all claims, damages and losses (including all legal fees) for injury to persons, including employees of Subcontractor, or damage to property arising out of or resulting from its use or operation of Contractor's Equipment; and

(vii) Subcontractor agrees to be solely responsible and liable for any and all fines, penalties, claims, damages, and liabilities, including without limitation those for personal injury, death and property damage arising from or in any way related to use of Contractor's Equipment.

9.7 Personal Protective Equipment. Subcontractor shall provide all safety equipment required for its Subcontract Work and shall be responsible to insure that all of its employees utilize all safety equipment.

9.8 Duty to Inform and Visitor Waiver. Subcontractor shall adequately inform its personnel, visitors, lower-tier subcontractors and suppliers at the site of all safety hazards around shafts and stair openings, the maintenance of toe boards and handrails, the proper use of construction ladders, the necessary caution to observe around cranes and hoisting locations, and the necessary caution to observe around moving equipment, high voltage sources, excavations and construction hoists and elevators. All visitors must first check in with the Contractor's supervision and sign a release

form before proceeding onto the site. Subcontractor shall inform and enforce the Project safety requirements with its visitors and lower-tier subcontractors and suppliers.

**10. HOUSEKEEPING**

Subcontractor will dispose of its Hazardous Materials at an offsite location in accordance with all applicable Legal Requirements. Subcontractor WILL NOT USE Contractor's TRASH CONTAINERS FOR DISPOSAL OF HAZARDOUS MATERIALS OR ITS CONTAINERS. Subcontractor will be solely responsible for any clean-up or remediation, whether onsite or offsite, in connection with its Hazardous Materials.

**11. JOBSITE PARKING**

Contractor is not required to provide parking facilities. Any parking, toll or similar expenses are Subcontractor's responsibility. Subcontractor will not operate or park vehicles onsite unless specifically authorized by Contractor's Superintendent, which authorization may be revoked at any time. Vehicle parking on the jobsite is at the sole risk of the vehicle owner.

**12. ACCEPTANCE OF SUBCONTRACT WORK/EARLY OCCUPANCY**

The Subcontract Work will be accepted when the Architect/ Engineer, Contractor and Owner, in their reasonable opinion, determine that all Subcontract Work has been completed in accordance with Contract Documents. Owner may use or occupy space(s) in the Project before the Subcontract Work is accepted to the extent provided in the Contract Documents or as otherwise agreed by Contractor. Subcontractor will promptly make available for Owner's use any Subcontract Work necessary for the Owner's use or occupancy. Such partial use or occupancy will not constitute acceptance of any Subcontract Work that does not comply with the Contract Documents and will not relieve Subcontractor from any obligations under this Subcontract.

**13. WARRANTIES AND GUARANTIES**

13.1 Subcontractor Warranties. Subcontractor warrants that all materials and equipment furnished and incorporated by it into the Project, and that all Subcontract Work will be in conformance with the Contract Documents. All Subcontract Work that does not conform with the Contract Documents will be considered defective and Subcontractor will repair or replace such Work at its expense. Other than this Subcontract, no writings are necessary to effectuate all warranties and guarantees required by the Contract Documents. If this Subcontract is terminated for any reason, Subcontractor's warranties, guarantees and indemnities with respect to the Subcontract Work performed through the termination date will survive the termination and be in full force and effect for the time period prescribed by the Contract Documents, this Subcontract or applicable Legal Requirements, whichever period is longer. Subcontractor will, prior to final payment, provide all warranties and guarantees required by the Contract Documents with respect to the Subcontract Work. The warranties under this Article 13 are in addition to, and not a limitation of, any other warranty or remedy provided by applicable Legal Requirements or by the Contract Documents. In the absence of any other provision in the Contract Documents, warranties will be provided for a minimum term of one year from the date of Substantial Completion.

13.2 Warranty Inspection. Subcontractor shall inspect its work six (6) weeks prior to the expiration of the warranty period set forth in the Prime Contract. A Warranty Inspection Report will be published four (4) weeks before the expiration date. A visual inspection shall be the minimal acceptable inspection process. Where Subcontract Work is discovered to have failed, Subcontractor shall remove and replace the Work at no additional cost to the Contractor or Owner. The inspection report shall document the current condition of the Subcontract Work in place, repairs necessary or performed and other findings that are pertinent and useful in documenting the condition of the Subcontract Work in place.

13.3 Corrective Work Warranty. The warranty period set forth in the Prime Contract shall be extended by corrective work performed by the Subcontractor as follows: For such corrective work only, the warranty period shall be the later of the warranty period set forth in the Prime Contract or six months from completion of the corrective work, together with any extended warranty period provided in applicable manufacturers warranties.

**14. INSURANCE AND BONDS**

14.1 Duty to Maintain Insurance. Subcontractor will maintain insurance as required under Appendix D – Insurance Requirements. In the event Subcontractor does not obtain or renew the required insurance and furnish evidence thereof in accordance with this Subcontract, Contractor may (i) procure such insurance at Subcontractor's expense, and (ii) treat such an event as a material default under this Subcontract and exercise any remedies provided under this Subcontract.

14.2 Performance and Payment Bonds. Subcontractor will, within ten (10) days of Contractor's request, furnish a performance and payment surety bond in an amount equal to the then Subcontract Price in the form attached as part of Appendix E, and said bonds shall otherwise be acceptable to Contractor in its sole and absolute discretion. Upon presentation of Surety's invoice, the bond premium, without mark-up or fee, will be added to the Subcontract Price by change order, unless otherwise provided for in the Subcontract Price.

14.2.1 No Release. No change, alteration or modification to, or deviation from, the Contract Documents, including this Subcontract, the Prime Contract, plans, or specifications, whether made in the manner provided for in this Subcontract or

not, shall release or exonerate, in whole or in part, any bond or any surety on any bond given in connection with this Subcontract, and no notice is required to be given to such surety of any such change, alteration, modification, or deviation.

**15. INDEMNITY**

To the fullest extent permitted by law, Subcontractor will defend, indemnify and hold harmless Owner, Architect, Contractor, Contractor's Sureties, the construction lender(s) and any other person or entity designated in the Prime Contract, and the affiliates, officers, directors, shareholders, members, managers, partners, representatives, agents and employees of each of the foregoing (each an 'Indemnitee' and collectively the 'Indemnitees') from and against all claims, demands, causes of action, damages, expenses, costs, losses or liabilities ('Claim' or 'Claims') (including attorneys' fees, consultants' fees, court costs and similar costs incurred in connection with any Claim or enforcing this Article 15) caused by, arising out of, resulting from or occurring in connection with (i) the Subcontract Work, (ii) performance or intended performance of the Subcontract Work, (iii) performance or breach of this Subcontract by or on behalf of Subcontractor, or (iv) the alleged or actual acts or omissions, whether active or passive, of Subcontractor or Subcontractor's agents, representatives, employees, sub-subcontractors, suppliers or anyone for whose acts any of them may be liable, regardless of whether or not such Claim is caused in part by an Indemnitee. The foregoing indemnity and defense obligations do not extend to a particular Indemnitee if the Claim arises from the sole negligence or willful misconduct of such Indemnitee. For claims arising out of or resulting from the concurrent negligence of the Subcontractor and any of the Indemnitees hereunder, Subcontractor's duty to indemnify and Subcontractor's duty to defend (including paying the costs associated with a defense) shall apply only to the extent of Subcontractor's negligence or the negligence of Subcontractor's agents, employees, and lower-tier subcontractors and suppliers. Subcontractor acknowledges the separate and independent duty to defend set forth in this Article 15, and shall defend the referenced parties upon demand regardless of whether any indemnification obligations later arises. The foregoing indemnity and defense obligations are not limited by the amount of any available insurance and are in addition to any express or implied indemnity or contribution rights available to any of the Indemnitees at law or in equity. Subcontractor will defend each Indemnitee, through counsel reasonably approved by such Indemnitee, subject only to the limitations identified above. To the fullest extent permitted by law, in any and all Claims against any of the Indemnitees by any employee of Subcontractor, any of Subcontractors' sub-subcontractors or suppliers or anyone for whose acts any of them may be liable, the indemnification obligations of Indemnitor under this Article 15 will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Indemnitor or any Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts. Subcontractor specifically and expressly waives any immunity that may be granted it under Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligations 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 worker's compensation acts, disability benefit acts, or other employee benefit acts, PROVIDED HOWEVER, that Subcontractor's waiver of immunity by the provisions of this Article 15 extends only to claims against Subcontractor by Contractor and does not include, or extend to, any claims by Subcontractor's employees directly against Subcontractor.

Notwithstanding any other provision in the Contract Documents, this Article 15 will survive any expiration or termination of this Subcontract.

**16. CONTRACTOR RECOURSE AND TERMINATION RIGHTS**

16.1 Failure to Perform. Subcontractor will be in default under this Subcontract if Subcontractor at any time (i) fails to make prompt payment for labor, equipment or materials, (ii) becomes delinquent with respect to contributions or payments required to be made to any health and welfare, pension, vacation, apprenticeship or other employee-benefit program or trust, (iii) refuses or neglects to supply sufficient, properly skilled workmen or sufficient, proper materials, (iv) fails in any respect to properly and diligently prosecute the Subcontract Work, (v) violates any safety regulations, (vi) fails to perform any other terms or conditions under this Subcontract, or (vii) files a petition in bankruptcy or has an involuntary petition filed against it.

16.1.1 Notice and Rights on Subcontractor Default. If Subcontractor fails to commence to cure and diligently pursue to completion any default within forty eight (48) hours (excluding weekends and legal holidays) after receiving written notice from Contractor, then Contractor, without prejudice to any other rights or remedies, may exercise the following rights; provided, however, if Contractor elects to exercise clause (iv) below, then Subcontractor will be given seventy-two (72) hours (excluding weekends and legal holidays) notice instead of forty-eight (48) hours notice:

(i) Cause to be performed or furnished such labor, equipment, materials, supplies or submittals as Contractor deems necessary to complete the Subcontract Work in whole or any part, and charge all incurred costs, including reasonable overhead, profit and actual attorneys' fees, to Subcontractor;

(ii) Contract with one or more additional persons to complete all or such part(s) of the Subcontract Work as Contractor determines, and charge all incurred costs, including reasonable overhead, profit and actual attorneys' fees, to Subcontractor;

(iii) Withhold any amounts due Subcontractor until such default is remedied to Contractor's satisfaction, but such retention will not relieve Subcontractor from continuing to perform under this Subcontract; and

(iv) Terminate, in whole or in part, Subcontractor's right to proceed for default, and complete the Subcontract Work or any portion thereof covered by such termination for default, or have same completed or corrected by others, and Contractor will not be liable to Subcontractor for any further payments under this Subcontract until final payment by Owner. Contractor may deduct from any balance of the Subcontract Price all costs incurred in completing or correcting the Subcontract Work in whole or in part, including a fifteen percent (15%) mark-up for overhead and profit on such costs, plus any other loss or damage that Contractor sustains by reason of Subcontractor's default. Upon any such termination, Subcontractor will deliver to Contractor such supplies, materials and work-in-progress covered by the termination, and Contractor may, at its option, take possession of, and use in completing the terminated Subcontract Work, any or all sub-subcontracts and purchase orders, as well as any supplies, tools, equipment, appliances, parts or materials of Subcontractor that are on the jobsite or stored offsite. In the event any termination of Subcontractor's right to proceed with performance is subsequently determined to have been without sufficient cause or justification, it will be deemed a termination for convenience without cause under Section 16.2.

16.1.2 Emergency. Notwithstanding the notice period in Section 16.1.1 or any other provision of this Subcontract, in the event of an emergency, Contractor may exercise any rights provided by law, at equity or under this Subcontract, including those rights identified in Section 16.1.1 above, without providing any notice or cure period to Subcontractor.

16.1.3 Continued Performance. Any action taken by Contractor under this Section 16.1 will not in any way relieve Subcontractor from its obligations to continue and complete any portions of the Subcontract Work as to which such action is not taken.

16.2 Termination for Convenience. Contractor may by written notice to Subcontractor, terminate this Subcontract for its convenience and without cause. Upon receiving such notice, Subcontractor will (unless the notice directs otherwise): (i) immediately discontinue the Subcontract Work on the date specified in the notice; (ii) place no further orders for materials, equipment, services, facilities and supplies; (iii) if required by the notice, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to Contractor, or at the option of Contractor, give Contractor the right to assume Subcontractor's rights and obligations under such orders or contracts, and (iv) do only such work as may be necessary to preserve and protect the Subcontract Work already in progress and to protect material and equipment on the job-site or in transit thereto. Upon such termination for convenience at Contractor's election, Subcontractor will be entitled to payment only as follows (as may be further limited by Section 16.3 below): (a) the reasonable cost of the Subcontract Work completed in conformity with this Subcontract; plus (b) such other costs actually incurred by Subcontractor as are permitted by the Prime Contract and approved by Owner; plus (c) ten percent (10%) of the cost of the Subcontract Work, or as allowed in Prime Contract, whichever is less, for overhead and profit, less (d) the amount of any payments made to Subcontractor prior to the date of the termination of this Subcontract, less (e) any costs incurred by Contractor as a result of such termination. Subcontractor will not be entitled to any claim or lien against Contractor or Owner for any additional compensation or damages in the event of such termination and payment, and Subcontractor waives any such claims, including loss of anticipated profit. The provisions of this Subcontract, which expressly, or by their nature, survive final acceptance of the Work, will remain in full force and effect after any termination pursuant to this Section 16.2.

16.3 Termination Right Under the Prime Contract. Contractor may also terminate this Subcontract or suspend the Subcontract Work for the same reasons Owner may terminate or suspend Contractor under the Contract Documents. If the Prime Contract is terminated for the convenience of Owner, the termination settlement under this Subcontract shall be as provided in the Prime Contract. Subcontractor shall not be entitled to receive any greater amount than Contractor, on behalf of Subcontractor, recovers from Owner for such termination. Subcontractor shall cooperate by timely providing a proper termination for convenience cost proposal, if requested by Contractor. This Subcontract does not require Contractor to make any claim against Owner for such additional compensation or damages.

16.4 Sub-Subcontractor and Supplier Agreements. Subcontractor will include a provision in its contracts with sub-subcontractors and material suppliers providing that in the event this Subcontract is terminated in whole or part, Contractor will be entitled, upon written notification, to hold the sub-subcontractors and suppliers to their agreements to furnish the work at the agreed upon contract prices, and Contractor will not be liable to such sub-subcontractors and suppliers for any defaults by Subcontractor under such agreements.

16.5 Cumulative Rights/Set-Off. The rights and remedies provided Contractor under this Subcontract are cumulative and in addition to any other right or remedy afforded at law or in equity. Unless prohibited by Law, Contractor may set-off against the Subcontract Price the amounts owing from Subcontractor to Contractor, whether or not relating to the Project.

## **17. DISPUTE RESOLUTION**

17.1 Disputes under the Prime Contract. If any claim, dispute, or matter in question between Subcontractor and Contractor arising out of or relating to this Subcontract ('Subcontract Dispute') pertains in any way to a claim, dispute, or matter in question between Contractor and Owner arising out of or relating to the Prime Contract ('Related Prime Contract Dispute'), then the Subcontract Dispute will be decided using the same procedures, forum, and process utilized for the Related Prime Contract Dispute, and the laws governing the resolution of Prime Contract disputes. Any and all claims of the Subcontractor related to a Related Prime Contract Dispute shall be handled in this manner. Subcontractor agrees to: (i) cooperate with Contractor, (ii) assist in the discovery and other preparations for the hearing, (iii) make its employees available for testimony before and after the hearing, (iv) share proportionately the legal fees and costs associated with the preparation for and execution of the hearing to the extent mutually agreed upon related to the amount of damage being

pursued by the Contractor on Subcontractor's behalf, and (v) stay any action filed by the Subcontractor against Contractor as long as the Subcontractor's position is being diligently pursued by the Contractor in the hearing where the Related Prime Contract Dispute is being heard, and until all such appeals pertaining to the Related Prime Contract Dispute are exhausted. Subcontractor will be bound by the results of the dispute resolution procedure controlling the Related Prime Contract Dispute as it relates to Subcontractor, and such results shall be final. Nothing in this Subcontract shall allow Subcontractor to be a named party in a dispute forum being utilized by Contractor and Owner where the Subcontractor has no legal standing to litigate its disputes before that forum.

17.2 Disputes Solely Between Contractor and Subcontractor. If a Subcontract Dispute does not involve a Related Prime Contract Dispute, then the following dispute resolution procedures will apply:

- (i) The dispute or controversy will be submitted by one party to the other in writing;
- (ii) The parties will make a good faith attempt to settle such dispute;
- (iii) If the dispute is not settled under (i) and (ii), then the parties will, upon Contractor's election, submit to nonbinding mediation before a mutually acceptable, neutral mediator;
- (iv) Any disputes or controversies not resolved or settled by the parties under the previous clauses will be submitted to and resolved by a court of competent jurisdiction in King County, Washington with waiver of jury trial. The parties hereby waive their right to trial by jury with respect to any dispute arising under this Agreement. By signing this Agreement, the parties acknowledge that they have reviewed this provision and have had the opportunity to seek independent legal advice as to its meaning and effect.

17.3 Award. The award rendered by a proper awarding authority hearing a Subcontract Dispute under Section 17.2 above shall be final and binding, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

17.4 Work Continuation and Payment. Unless otherwise agreed in writing or instructed in writing by Contractor, at all times any Subcontract Dispute is pending, whether or not it pertains to a Related Prime Contract Dispute, Subcontractor shall continue to perform the Subcontract Work and maintain the schedule of Work in accordance with this Subcontract pending resolution, and, if so, Contractor shall continue to make payments in accordance with this Subcontract.

17.5 Consolidated Proceedings. To the extent not prohibited by their contracts with others, the claims and disputes of Owner, Contractor, Subcontractor and other subcontractors involving a common question of fact or law shall be heard by the same judge, arbitrator(s), retired judge, or other person in a single proceeding. In such proceedings, at Contractor's election, it shall be the responsibility of Subcontractor to prepare and present Contractor's case, to the extent the proceedings are related to this Subcontract. Contractor may join any other person or entity in a proceeding to consolidate all Project-related disputes, whether involving Owner, other subcontractors or any other third party.

17.6 No Limitation of Rights or Remedies. The provisions in this Article 17 shall not be deemed a limitation of any rights or remedies that Subcontractor may have under any State or applicable mechanic's lien laws (if any) or under any applicable labor and material payment bonds unless such rights or remedies are expressly waived by Subcontractor in accordance with applicable state laws.

17.7 Venue. Unless otherwise required under the Subcontract or the Prime Contract, the exclusive venue for any permitted mediation, arbitration or litigation proceeding relating to the Work or this Subcontract shall be in Seattle, Washington.

17.8 Lower Tier Agreements. Subcontractor shall insert this Article 17 into all of its sub-subcontracts and purchase orders for the Project. Nothing in this Article shall be deemed to waive, alter or modify any condition precedent to suit contained in any other provision of the Subcontract or to give the sub-subcontractors and suppliers any contractual privity with or rights against the Contractor or Owner.

## **18. MISCELLANEOUS PROVISIONS**

18.1 Notices. Any notice or demand that either party desires or is required to give to the other party under this Subcontract will be delivered to the other party's address and addressee, as first set forth in this Subcontract, via any of the following methods of delivery: (i) personal delivery (including delivery by Federal Express or other courier service), in which case delivery and receipt will be deemed to have occurred immediately upon receipt (or refusal of delivery or receipt); (ii) facsimile, in which case delivery and receipt will be deemed to have occurred on the date sent, provided, however, that any such communications sent by facsimile will also be sent by overnight courier on the same day; or (iii) U.S. certified mail, return receipt requested, postage prepaid, in which case delivery and receipt will be deemed to have occurred on the date which is three (3) days after mailing. Either party may change its address or addressee for such communications by notice to the other party complying with this Section 18.1.

18.2 Independent Contractor/No Partnership. Subcontractor is an independent contractor. Nothing contained in this Subcontract creates any partnership, association, joint venture or similar relationship between Contractor and Subcontractor.





18.3 Governing Law. Unless provided otherwise in the Prime Contract, this Subcontract is governed by and will be construed in accordance with the laws of the State in which the Project is located as such laws would be applied to residents of that State engaged in a transaction to be performed solely within that State. Subject to Article 17 above, any legal proceeding arising from or in connection with this Subcontract is subject to the exclusive jurisdiction of a State or Federal court located within the State in which the Project is located, and will be heard in the County in which the Project is located.

18.4 Interpretation. This Subcontract will not be construed more strictly against either party. 'Laws' means all applicable Federal, State and local statutes, case law, orders, codes, regulations, rules, ordinances or procedures. The term 'State' includes any territory or possession of the United States of America. In the event there are inconsistencies within the Contract Documents that cannot be harmonized or resolved in a manner that gives effect to all provisions, the following priority will apply, unless specifically stated otherwise in this Subcontract: (i) written changes executed by Contractor in accordance with this Subcontract; (ii) mutually initialed handwritten changes to this Subcontract, (iii) Appendix B, (iv) Appendix A, (v) this Appendix C, (vi) Appendix D, (vii) the other typewritten provisions of this Subcontract, including all other Appendices, (viii) the remainder of the Contract Documents in the order, if any, dictated by the Prime Contract.

18.5 Severability. If any one or more of the provisions contained in this Subcontract is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Subcontract, and this Subcontract will be construed as if such invalid, illegal or unenforceable provision had never been contained in this Subcontract.

18.6 Waiver. No waiver of any provision of this Subcontract will be valid unless in writing, signed by the party against whom the waiver is sought to be enforced. No failure to enforce any right under this Subcontract will constitute a continuing waiver of the same or any other right under this Subcontract.

18.7 Assignment/Successors & Assigns. Subcontractor agrees not to assign or sublet any portion of this Subcontract without Contractor's prior written consent. Subcontractor is bound by any assignment provisions under the Prime Contract. Subcontractor will designate, in writing, all its respective sub-subcontractors and suppliers to Contractor and may not subsequently change such sub-subcontractors or suppliers without Contractor's prior written approval. Notwithstanding any other provisions in this Subcontract, no assignment or other disposition of any monies due or to become due hereunder by operation of law or otherwise, will be made or be valid without Contractor's prior written consent. Subject to the immediately preceding sentence, this Subcontract is binding upon, and inures to the benefit of the parties to this Subcontract and their respective successors, heirs, administrators and assigns. Except as otherwise provided in the Contract Documents, no other person can rely on, enforce, or receive benefit from this Subcontract and there are no third-party beneficiaries to this Subcontract.

18.8 Integration. The terms and conditions of this Subcontract supersede any terms, conditions or notations in Subcontractor's bid or proposal unless specifically repeated herein. Similarly, the terms and conditions of this Subcontract supersede any prior oral or written terms or understandings unless specifically repeated herein.

18.9 Anti-corruption/Supplier's Code of Conduct. Subcontractor agrees to abide by and comply with Contractor's "Suppliers' Code of Conduct" a copy of which can be downloaded at <http://www.balfourbeattyus.com/Partners/Sub-Contractors/Suppliers--Code-of-Conduct>.



APPENDIX D  
TO  
SUBCONTRACT AGREEMENT

MINIMUM INSURANCE REQUIREMENTS

[Attached]

We recommend that you forward a copy of this Appendix D to your insurance agent, as it provides information your agent will need to prepare your Certificate of Insurance. You need to supply your agent with the job number and project name given to you by Balfour Beatty Construction, LLC dba Howard S. Wright.

Subcontractor and its sub-subcontractors, suppliers and consultants of every tier must maintain insurance in accordance with this Appendix D. Evidence of insurance coverages must be provided on the standard ACORD FORM 25-S certificate upon signing the Subcontract Agreement and prior to starting any subcontract work and must evidence all requirements under this Appendix D. In the event of inconsistent or conflicting insurance requirements in the Contract Documents, the highest limits and most comprehensive requirements will apply. The Contractor's acceptance of Subcontractor's certificate does not constitute approval or agreement that the requirements of the contract documents have been fulfilled or waive Subcontractor's obligation to comply with the insurance requirements in this Appendix D.

**TYPE OF INSURANCE**

**MINIMUM LIMITS**

***COMMERCIAL GENERAL LIABILITY***

*General Aggregate	\$2,000,000
*Aggregate Limit must apply separately to this project	
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

<b><i>AUTOMOBILE LIABILITY</i></b> – Combined Single Limit	\$2,000,000
Applying to “Any Auto” OR “Owned, Non-Owned & Hired Autos”	
Limit required for transporters of hazardous substances	\$5,000,000

***WORKERS COMPENSATION & EMPLOYER'S LIABILITY***

“Proprietor/partners/executive officers” must be included

	<b>Statutory Limits</b>
Worker's Compensation	
Employer's Liability - Each Accident	\$1,000,000
Employer's Liability Disease - Policy Limit	\$1,000,000
Employer's Liability Disease - Each Employee	\$1,000,000

***NOTE: The minimum insurance limits noted above can be satisfied with a combination of primary and umbrella/excess liability policies. In addition to the limits of insurance, the umbrella/excess liability policies must include all of the additional terms and conditions noted in this Appendix D.***

***BUILDER'S RISK:***

Contractor or Owner will furnish and pay for builder's risk insurance, which will include fire, extended coverage, vandalism, and malicious mischief. Subcontractor's Work performed and materials stored on the jobsite for incorporation into the Work will be covered to the extent of such policy. Proceeds from the policy will be paid to Subcontractor to the extent paid by the insurance company for Subcontractor's loss. Builder's risk insurance does not include temporary buildings, Subcontractor's tools or equipment not incorporated in the Work. If there is a loss insured under the builder's risk policy, Subcontractor will be bound by any adjustment made between Contractor and/ or Owner and the insurance company or companies, and Contractor's liability to Subcontractor for such loss will in all cases be limited to amounts actually paid on Subcontractor's claims. If the builder's risk insurance contains any deductible not paid by Owner, the deductible cost will be paid by Subcontractor to the extent that the loss is caused by Subcontractor. If an event not caused by Subcontractor causes loss to Subcontractor and others, any deductible costs will be equitably allocated among all parties suffering damage.

### **PROFESSIONAL LIABILITY INSURANCE:**

*(Applies when Subcontractor's Appendix B Scope of Work includes design services or when Subcontractor's Appendix C is the Design-Build Terms and Conditions)*

Professional Liability Insurance is required for all Subcontractors and sub-subcontractors when their Appendix B Scope of Work includes design services or when Subcontractor's Appendix C is the Design-Build Terms and Conditions and in the event any contract specifications requires subcontractor to perform professional services such as but not limited to, architectural, engineering, construction management, surveying, design, etc. The professional liability insurance must be maintained throughout all applicable statutes of limitation/repose periods and must have at minimum \$1,000,000 per Claim/Aggregate limit for subcontracts up to \$5,000,000 and at a minimum a \$2,000,000 per Claim / Aggregate limit of subcontracts greater than \$5,000,000. The policy must not exclude damages from Bodily Injury and Property Damage. The retro-active date must be equal or prior to the first date in which services commenced for this project. Any self-insured retained limit or deductible shall not be greater than \$50,000 per claim and must be shown on the Certificate of Insurance evidencing such coverage. Subcontractor shall be solely responsible for payment of any such deductible or self-insured retention. Any material change in limits, coverages or loss of aggregate limit due to outstanding claims must be reported to Contractor within 30 days of any such event. The Subcontractor must require all of its sub-subcontractors, suppliers, and consultants of every tier providing design or design/build services to maintain the same Professional Liability coverages and terms as outlined in this Appendix D.

### **POLLUTION LIABILITY INSURANCE:**

*(Applies if Work Involves Hazardous Materials or Substances, Asbestos Abatement, Lead or Lead Abatement, or Handling of Pollutants)*

Pollution Liability Insurance is required for any Subcontractor and its sub-subcontractors whose work involves hazardous materials, substances, wastes or pollutants. This insurance must be maintained throughout all applicable statutes of limitation/repose periods, and must have at minimum \$3,000,000 each incident and \$3,000,000 aggregate limits for subcontracts up to \$5,000,000 and at a minimum \$5,000,000 each incident and \$5,000,000 aggregate limits for subcontracts greater than \$5,000,000.

### **AUTOMOBILE POLLUTION LIABILITY INSURANCE:**

*(Applies if Work Involves Hauling or Transporting Hazardous Materials, Hazardous Substances or Pollutants)*

Automobile Pollution Liability Insurance is required for any Subcontractor and its sub-subcontractors whose work involves the transporting of hazardous materials, substances, pollutants and/or wastes. Such insurance shall provide at minimum a \$5,000,000 combined single limit; include an auto pollution coverage endorsement equivalent to the ISO CA9948 and an MCS-90 filing.

### **EXCEPT AS SPECIFICALLY NOTED OTHERWISE BELOW, ALL INSURANCE POLICIES MUST INCLUDE THE FOLLOWING:**

#### ***ADDITIONAL INSURED:***

Subcontractors and their subcontractors, suppliers, and consultants of every tier's Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Pollution Liability and Automobile Pollution Liability policies must name as additional insureds **Balfour Beatty Construction, LLC dba Howard S. Wright and their agents, representatives, officers, directors, officials and employees, King County,** the owner's lender(s), the landlord(s), building owner(s), property manager(s), asset manager(s), facilities manager(s) and other parties required by the Owner's property lease (if any); and any additional entities Contractor or Owner may reasonably request to be named. The policies must be endorsed to provide that coverage is primary to the additional insureds and neither the Owner's nor Contractor's policies will be called upon to contribute with the Subcontractor's policy(s). The Commercial General Liability and Umbrella/Excess Liability Additional Insured status must apply to ongoing and completed operations performed by or on behalf of the Subcontractor. The General Liability and Umbrella/Excess Liability additional insured endorsements must be equivalent to the ISO CG2010 11/85 form.

***WAIVER OF SUBROGATION:***

Subcontractors and their subcontractors, suppliers, and consultants of every tier's Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Pollution Liability, and Automobile Pollution Liability policies must provide a waiver of subrogation in favor of **Balfour Beatty Construction, LLC dba Howard S. Wright**, the project owner, the owner's lender(s), the additional insured parties referenced in the paragraph above, and any additional entities as the Owner or Contractor may reasonably request. The waiver of subrogation must apply to all policies referenced in this paragraph.

***A.M. BEST'S RATING:***

All insurance carriers affording coverage must have an A.M Best rating of "A-: VII" or better.

***NOTICE OF CANCELLATION:***

Subcontractors must provide Contractor thirty (30) days written notice before any material modification, cancellation or non-renewal of their insurance policies.

***COVERAGE FORM AND TERM:***

All of the required insurance coverages and insurance terms outlined in this Appendix D must remain in place throughout all applicable statutes of repose/limitations periods. With the exception of Professional Liability, all coverages must be written on an occurrence form.

**CERTIFICATES OF INSURANCE:**

- Subcontractors must provide Balfour Beatty Construction, LLC dba Howard S. Wright with an Acord Certificate of Insurance evidencing the coverages and terms set forth in this Appendix D.
- ***The Certificate Holder must read:***
  - Balfour Beatty Construction, LLC dba Howard S. Wright
- ***The Certificate Holder's mailing address is:***
  - Attn: Risk Management Dept.  
3100 McKinnon Street,  
Dallas, TX 75201
- ***The description box on the Certificate of Insurance must include the following:***
  - Project # 16659018 – KC Quarantine-Shoreline Field Turf Replacement
  - A statement that all parties required by written contract are included as additional insureds on a primary and non-contributory basis. **(Please see the Additional Insured Section above for a complete list)**
  - A statement that subrogation is waived on all policies listed on the certificate against the parties required by written contract. **(Please see the Waiver of Subrogation Section above for a complete list)**
  - The applicable additional insured and waiver of subrogation endorsement form numbers must be referenced.
- ***Copies of the additional insured and waiver of subrogation endorsements must be attached to the certificate.***

**APPENDIX E  
TO  
SUBCONTRACT AGREEMENT**

**FORMS SCHEDULE**

The forms indicated with an "X" are contained in Appendix E of this Agreement:

APPENDIX		DESCRIPTION	NOTE
X	E1-A	Application and Certificate for Payment and Conditional Waiver	Must be submitted
X	E1-B	AIA G703 Continuation Sheet	For your use
X	E1-C	Interim Lien / Claim Waiver	Must be submitted w/Pay Application
X	E1-D	Affidavit, Confirmation and Final Release	Contractor will issue completed form for signature prior to final payment
X	E-2	Daily Status Report	For your use
	E-3a	Subcontract Payment Bond	Execute and return, if applicable
	E-3b	Subcontract Performance Bond	Execute and return, if applicable
X	E-4	Visitor Release Form	For your use
X	E-5	EEOC Statement	Must be signed and returned with Executed Agreement



(Due to Balfour Beatty Construction, LLC dba Howard S. Wright office by the 20<sup>th</sup> of each month, projecting work through month end)

**TO** Balfour Beatty Construction, LLC dba Howard S. Wright  
 :  
 415 1st Ave., N.  
 Seattle, WA 98109

**SUBCONTRACTOR:**

FieldTurf USA, Inc.  
 7445 Cote-de-Liesse Road, Suite 200  
 Montreal, Quebec H4T 1G2

**PROJECT:** KC Quarantine-Shoreline Field Turf Replacement

**INVOICE DATE:**

**WORK INCLUDES:** Field Turf

**APPLICATION NO.:**

**INVOICE NO.:**

The undersigned Subcontractor/Supplier certifies that to the best of its knowledge, information and belief, the Work/Material covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Sub/Supplier for labor, materials and permits for which previous Certificates for Payment were issued and payment received from the Contractor, and that current payment shown herein is now due.

The undersigned further certifies that all of its employees (including Staff) working at the above noted jobsite, through the application period, have passed a drug and alcohol test in compliance with the Drug & Alcohol requirements within the Subcontract Agreement (not applicable to Supply Agreements).

Ladies / Gentlemen: We hereby apply for progress payment for Contract work performed on the above referenced project through period ending: \_\_\_\_\_

Initial Contract Price	<b>\$570,835.31</b>
Change Orders to Date	\$
Adjusted Contract Price	\$
*Total Work Completed to Date (* per attached breakdown)	\$
Less Total Retention to Date	\$
Net Payable	\$
Less Previous Applications	\$
**Net Amount Due	\$
<small>**Amount to be entered in Conditional Release</small>	
Gross Amount <u>This</u> Request	\$
Retention <u>This</u> Request	\$
Net Due <u>This</u> Request	\$

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

On receipt by the undersigned of a check from **Balfour Beatty Construction, LLC dba Howard S. Wright** in the sum of \$\_\_\_\_\_ payable to **FieldTurf USA, Inc.** and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of **King County** located at **19030 1st Ave NE, Shoreline, WA 98155-2144** to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to **Balfour Beatty Construction, LLC dba Howard S. Wright** through \_\_\_\_\_ (date) only and does not cover any retention, pending modifications and changes or items furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned

The undersigned warrants that he/she/it either has already paid or will use the monies received from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

**I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS TRUE AND CORRECT STATEMENT.**

**DO NOT WRITE IN THIS SPACE**

Project Desc:		Approved By
GL Date / /	Voucher #	Vendor #
Invoice #	Invoice Date / /	SA/SC #
Prep By:	Proc Date: / /	

**Signature:** \_\_\_\_\_  
 (Authorized Corporate Officer/Partner/Owner)  
 \_\_\_\_\_  
 (Title)  
**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_ **at** \_\_\_\_\_  
 \_\_\_\_\_  
 (City, State)

Job #	Acct. Type	Phase Code	Gross Amount	Retention	Discount	Net Amount

**SUBCONTRACTORS MONTHLY STAFF AND CRAFT MAN HOURS FOR THIS PROJECT:** \_\_\_\_\_



## CONTINUATION SHEET AIA DOCUMENT G703

PAGE \_\_\_\_\_ of \_\_\_\_\_ PAGES

**AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing**

**Contractor's signed certification is attached.**

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: \_\_\_\_\_

APPLICATION DATE: \_\_\_\_\_

PERIOD TO: \_\_\_\_\_

ARCHITECT'S PROJECT NO: \_\_\_\_\_

A ITEM NO	B DESCRIPTION OF WORK	B SCHEDULED VALUE	D WORK COMPLETED		E TOTAL COMPLETED AND STORED TO DATE (D+E+F)	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G % (G-C)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
<b>GRAND TOTALS</b>									

**Users may obtain validation of this document by requesting of the license a completed AIA document D401 - Certification of Document's Authenticity**



FROM: FieldTurf USA, Inc.  
7445 Cote-de-Liesse Road, Suite 200  
Montreal, H4T 1G2

Project #: 16659018

Contact Person: Susy Matos

Contact Phone: 151-437-5260 ext. 5

Subcontract #: 001

**CONDITIONAL RELEASE**

On receipt by the undersigned of a check from **Balfour Beatty Construction, LLC dba Howard S. Wright** in the sum of \$ \_\_\_\_\_ payable to **FieldTurf USA, Inc.** and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of **King County** located at **19030 1st Ave NE, Shoreline, WA 98155-2144** to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to **Balfour Beatty Construction, LLC dba Howard S. Wright** through \_\_\_\_\_ (date) only and does not cover any retention, pending modifications and changes or items furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he/she/it either has already paid or will use the monies received from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

Signature:

\_\_\_\_\_  
(Authorized Corporate Officer/Partner/Owner)

\_\_\_\_\_  
(Title)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at

\_\_\_\_\_  
(City, State)

**UNCONDITIONAL RELEASE**

The undersigned does hereby acknowledge that the undersigned has been paid and has received progress payment in the sum of \$ \_\_\_\_\_ for labor, services, equipment and materials furnished to the above referenced project and does hereby release any and all claims and rights of lien which the undersigned has on the above referenced project of any nature whatsoever. This release covers all payment for labor, services, equipment, materials furnished and/or claims to the above referenced project through \_\_\_\_\_ (Date) only and does not cover any retention or items furnished after that date.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT. EVEN IF YOU HAVE NOT BEEN PAID.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

Signature:

\_\_\_\_\_  
(Authorized Corporate Officer/Partner/Owner)

\_\_\_\_\_  
(Title)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at

\_\_\_\_\_  
(City, State)

SUBCONTRACTOR'S  
(I) AFFIDAVIT OF PAYMENT FOR LABOR AND MATERIALS,  
(II) CONFIRMATION OF SUBCONTRACT BALANCE, and  
(III) FINAL RELEASE AND INDEMNITY AGREEMENT

*In the event the person, firm or corporation executing this document did not provide labor to the PROJECT site pursuant to the agreement referenced herein, then wherever the words "SUBCONTRACTOR" or "SUBCONTRACT" should appear in this document, the words "SUPPLIER" and "SUPPLY AGREEMENT" (or words of like meaning) shall be respectively substituted therefor.*

PART I: SUBCONTRACTOR'S Affidavit of Payment for Labor and Materials

The undersigned, \_\_\_\_\_, being first duly sworn on oath, deposes and states as follows:

1. That he (or she)
  - (a) is the \_\_\_\_\_, an officer of \_\_\_\_\_, which corporation maintains its principal place of business at the street address \_\_\_\_\_ in the City of \_\_\_\_\_, State of \_\_\_\_\_.
  - (b) is a member of the partnership which does its business under the name and style of \_\_\_\_\_, which partnership maintains its principal place of business at the street address of \_\_\_\_\_, in the City of \_\_\_\_\_, State of \_\_\_\_\_.
  - (c) is engaged in doing business under his or her own name of \_\_\_\_\_ at the street address of \_\_\_\_\_, in the City of \_\_\_\_\_, State of \_\_\_\_\_.
  
2. That said \_\_\_\_\_, SUBCONTRACTOR is contracting to Balfour Beatty Construction, LLC dba Howard S. Wright the CONTRACTOR, under the terms and conditions of Subcontract NO.: C001 dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ to perform the following Field Turf on the real property having the full address (if known) of: \_\_\_\_\_ and the legal description of: \_\_\_\_\_
  
3. That as of this date, all persons, firms and corporations furnishing labor, tools, materials, equipment, services, etc. in connection with the above described PROJECT at the request of and for and on behalf of the SUBCONTRACTOR described above, have been paid in full, and no person, firm or corporation who has furnished any such labor, tools, material, equipment, services, etc. is in a position to file a claim or lien against said PROJECT or the real property described herein or the retained portion of either the SUBCONTRACT or the main contract between Balfour Beatty Construction, LLC dba Howard S. Wright and the OWNER for labor, tools, materials, equipment, services, etc. except as follows (none unless otherwise stated):

4. That there are no Municipal, State or Federal charges, levies or taxes, unpaid or delinquent, which constitute an encumbrance, claim or lien against said PROJECT or real property, or the CONTRACTOR's bonds or the retained portion of the SUBCONTRACT.
  
5. That this affidavit (PART I) is made by the undersigned with a full understanding of the facts as set forth herein, and for the purpose of inducing the CONTRACTOR to make payment to the SUBCONTRACTOR on the assurance that there are no liens, claims or encumbrances, under the SUBCONTRACT, which may in any way reflect against the CONTRACTOR or the OWNER of the premises.

**PART II SUBCONTRACTOR'S Confirmation of SUBCONTRACT Balance**

- |   |  |          |
|---|--|----------|
| 1. Original SUBCONTRACT Amount                                      |  | \$ _____ |
| 2. Amount of Change Orders through _____ (if none, indicate "none") |  | \$ _____ |
| 3. Adjusted SUBCONTRACT Amount (Item 1 plus Item 2)                 |  | \$ _____ |
| 4. Total of previous payments to SUBCONTRACTOR                      |  | \$ _____ |
| 5. Other (explain) \$ _____   |  | \$ _____ |
| 6. Final Payment due SUBCONTRACTOR (Item 3 minus Items 4&5)         |  | \$ _____ |
| 7. Amount confirmed by SUBCONTRACTOR INITIAL _____                  |  | \$ _____ |

**PART III SUBCONTRACTOR'S Final Release and Indemnity Agreement**

THE SUBCONTRACTOR AGREES that as a material consideration to the CONTRACTOR, contingent upon receipt by SUBCONTRACTOR of a negotiable draft in the amount confirmed in PART II above, the SUBCONTRACTOR, for itself, its employees, and its agents and each of their respective successors and assigns, does hereby release and forever discharge the CONTRACTOR, its officers, agents and employees, the OWNERS, lessors and lessees of the PROJECT or any part thereof, all lenders, sureties and guarantors involved in the PROJECT or having any contractual relationship with the CONTRACTOR, and each of them, of and from any and all claims, demands, actions, causes of action, charges, suits, debts, damages, and liabilities, directly or indirectly, in law or inequity related to the PROJECT, and does further forever release, waive and relinquish all liens, lien claims, lien rights or claims on or against the PROJECT which have heretofore existed or which now exist, of whatever kind or nature and whether known or unknown or suspected or unsuspected, arising out of or in any way connected with the PROJECT.

THE SUBCONTRACTOR WILL, at its own cost, indemnify and save harmless the CONTRACTOR, its sureties, the OWNERS of the PROJECT, and each of their successors and assigns from any pecuniary loss, cost, damage, injury or expense arising out of or in respect to or in connection with execution of the work provided for in the SUBCONTRACT, including any claim made by any laborer, subcontractor or materialman which may have furnished any labor, tools, materials, equipment, services, etc. whether directly or indirectly to the SUBCONTRACTOR, or by any taxing authority having a claim as a result of SUBCONTRACTOR'S nonpayment of taxes due, or by reason of any action brought or judgment recovered by any such laborer, subcontractor, materialman or taxing authority.

IN WITNESS WHEREOF, the SUBCONTRACTOR has caused its name to be hereunto subscribed and its seal (if any) to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
SUBCONTRACTOR COMPANY NAME

Attest: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally came \_\_\_\_\_, who being by me first duly sworn, did depose and say: That he (or she) resides at \_\_\_\_\_; that he (or she) is the \_\_\_\_\_ of \_\_\_\_\_, the corporation, partnership or firm described in and which executed the foregoing instrument, that he (or she) is duly authorized to act for said corporation, partnership or firm, and that he (or she) did acknowledge to me that execution of this instrument is his (or her) voluntary act and deed, for the uses and purposes therein expressed.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE  
STATE OF \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



## SUBCONTRACTOR DAILY STATUS REPORT

Project # 16659018 : KC Quarantine-Shoreline Field Turf Replacement

Date: \_\_\_\_\_

Subcontractor: FieldTurf USA, Inc.

Personnel				Location and Description of Work
Staff	Foremen	Journeymen	Sub-trades	
Equipment on job today _____				
Material delivered to jobsite today _____				
Other matters _____				
Any injuries or accidents today?		No	Yes (please attach report)	
Signed _____	Title _____		Sheet _____	of _____

Bond No. \_\_\_\_\_

KNOW ALL BY THESE PRESENTS, That \_\_\_\_\_

(Here insert the full name and address, or legal title, of Subcontractor)

as Principal, hereinafter called Principal, and \_\_\_\_\_,  
a corporation organized and existing under the laws of the State of \_\_\_\_\_ as Surety,  
hereinafter called Surety, are held and firmly bound **Balfour Beatty Construction, LLC dba Howard S. Wright**  
**415 1st Ave., N. Suite 400 , Seattle, WA 98109** as Obligees,  
hereinafter called Obligees, for the use and benefit of claimants as herein defined, in the amount of  
**Five hundred seventy thousand eight hundred thirty-five dollars and thirty-one cents \$570,835.31**  
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated **October 15, 2020** entered into a subcontract with Obligees for  
which subcontract is by reference made a part hereof, and is hereafter referred to as the Subcontract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH That, if the Principal shall promptly make payment to  
all Claimants as herein defined, for all labor, material, equipment and services used or reasonably required for use in the performance  
of the Subcontract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the  
following conditions:

1. A Claimant is defined as one having a direct contract with the Principal for labor, material, equipment and services, used or reasonably required for use in the performance of the Subcontract.
2. The above-named Principal and Surety hereby jointly and severally agree with the Obligees that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed, or materials, equipment or services, were furnished by such Claimant, may sue on this bond in the Claimant's own name for such sums as may be justly due Claimant. The Obligees shall not be liable for the payment of any costs or expenses, including attorneys' fees, which the Obligees may incur in connection with any such suit or action.
3. No suit or action shall be commenced hereunder by any Claimant:
  - (a) Unless Claimant shall have given written notice to any one of the following: The Principal, the Obligees, or the Surety above named, within ninety (90) days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials, equipment or services, for which said claim is made.
  - (b) After the expiration of one (1) year following the date on which Principal ceased work on said Subcontract.
  - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
5. The Surety hereby waives notice of any modification or amendment to the Subcontract made in accordance with the terms thereof, and any alteration or extension of time made by or through the General Contractor. The amount of this bond shall at all times increase with and remain equal to the aggregate Subcontract price under the Subcontract.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

In the Presence of: \_\_\_\_\_

\_\_\_\_\_  
Principal (Seal)

By \_\_\_\_\_

\_\_\_\_\_  
Surety (Seal)

By \_\_\_\_\_  
Attorney-in Fact

Bond No. \_\_\_\_\_

KNOW ALL BY THESE PRESENTS, That \_\_\_\_\_

(Here insert the full name and address, or legal title, of Subcontractor)

as Principal, hereinafter called Principal, and \_\_\_\_\_,  
a corporation organized and existing under the laws of the State of \_\_\_\_\_ as Surety,  
hereinafter called Surety, are held and firmly bound **Balfour Beatty Construction, LLC dba Howard S. Wright**  
**415 1st Ave., N. Suite 400, Seattle, WA 98109** as Obligee,  
hereinafter called Obligee, in the amount of

**Five hundred seventy thousand eight hundred thirty-five dollars and thirty-one cents \$570,835.31**

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated **October 15, 2020** entered into a subcontract with Obligee for  
which subcontract is by reference made a part hereof, and is hereafter referred to as the Subcontract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall promptly and faithfully perform said Subcontract and any and all obligations contained therein, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any modification or amendment to the Subcontract made in accordance with the terms thereof, and any alteration or extension of time made by or through the General Contractor. The amount of this bond shall at all times increase with and remain equal to the aggregate Subcontract price under the Subcontract.

Whenever Principal shall be, and declared by Obligee to be in default under the Subcontract, the Obligee having performed Obligee's obligations thereunder:

- (1) Surety may promptly remedy the default, subject to the provisions of paragraph 3 herein; or,
- (2) Obligee after reasonable notice to Surety may, or Surety upon demand of Obligee, will arrange for the performance of Principal's obligation under the Subcontract, subject to the provisions of paragraph 3 herein;
- (3) The balance of the Subcontract price, as defined below, shall be credited against the reasonable cost of completing performance of the Subcontract. If completed by the Obligee, and the reasonable cost exceeds the balance of the Subcontract price, the Surety shall pay to the Obligee such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or remedies the default, that portion of the balance of the Subcontract price as may be required to complete the Subcontract or remedy the default and reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Subcontract. The term "balance of Subcontract price," as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the Subcontract and any amendments thereto, less the amounts heretofore properly paid by Obligee under the Subcontract.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which all obligations contained in the Subcontract are completed.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of Obligee.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

In the Presence of:

\_\_\_\_\_

\_\_\_\_\_  
Principal (Seal)

By \_\_\_\_\_

\_\_\_\_\_  
Surety (Seal)

By \_\_\_\_\_

Attorney-in Fact





**RE: Certification Of Equal Employment  
Opportunity and Non Segregated Facilities  
Executive Order 13201 Compliance**

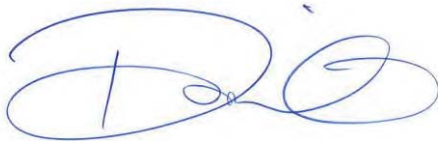
Balfour Beatty Construction, LLC dba Howard S. Wright wishes to comply fully with the requirements of Executive Order No. 11246, relating to equal employment opportunity and non-segregated facilities, the Rehabilitation Act of 1973, as amended and Public Law 101 - 336, Americans with Disabilities Act, 1990. Consequently, pursuant to the regulations of the Department of Labor (41 CFR Part 60-1.4 and 1.8), we are including the provisions printed on the reverse side of this letter in all our purchase orders or purchase contracts exceeding \$10,000.00.

In addition, we agree to comply with Executive Order 13201, with specific reference to 29 CFR part 470.

Since it would be difficult to determine in advance whether particular supplies will be used for government contracts, we are asking all of our suppliers to agree that the attached provisions are a part of all existing and future purchase orders and contracts between our companies.

Please sign and return.

Very truly yours,

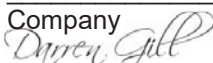


**Dan Peyovich**  
**President of the Northwest Division**

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**The equal employment opportunity and non-segregated facilities clauses are hereby accepted and compliance with them is hereby certified.**

FieldTurf USA, Inc

Company  SVP Marketing/Innovation

Signature and Title  
10/23/2020

Date

**Balfour Beatty Construction, LLC dba Howard S. Wright  
VENDOR-CONTRACTOR-SUBCONTRACTOR AGREEMENT & CERTIFICATION**

**EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the supplier, contractor or subcontractor (herein referred to as the "supplier") agrees as follows:

1. The supplier will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. The supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, age, 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 supplier 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.
2. The supplier will, in all solicitations or advertisements for employees placed by or on behalf of the supplier, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
3. The supplier will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the supplier's commitments under section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The supplier will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his 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.
6. In the event of the supplier's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The supplier will include the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations or others of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The supplier will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event the supplier becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the supplier may request the United States to enter into such litigation to protect the Interests of the United States.

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The person, Firm or Corporation named below hereby certifies to Balfour Beatty Construction, LLC dba Howard S. Wright that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity Clause required by Executive Order 11246 of September 24, 1965. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing area, parking lots, drinking fountains, recreations or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, sex, age, or national origin, because of habit, local custom or otherwise.

We further agree that (except where we have obtained identical certifications from proposed subcontractors for specific time periods) we will obtain identical certifications from proposed subcontractor prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods); **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEREGREGATED FACILITIES.** A Certification of Non-segregated Facilities, as required by the May 9, 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Feb. Reg. 7439, May 19, 1967) must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S. Code #1001.



APPENDIX G  
TO  
SUBCONTRACT AGREEMENT

**PROJECT SCHEDULE**

[Attached]





APPENDIX H  
TO  
SUBCONTRACT AGREEMENT

**DRAWINGS, SPECIFICATIONS, AND ADDENDA**

[Attached]

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Scope of work to include all labor, material, equipment, transportation and services to install complete new vertically draining infilled synthetic turf surfacing system for the field area as shown and described. System to be as herein specified including, but not specifically limited to the following:
1. Product submittals including samples, technical data, shop drawings etc.
  2. Independent testing of the synthetic turf materials prior to shipment to the project site;
  3. Delivery of the synthetic turf materials (not including infill) a minimum of 1 week prior to the scheduled installation of the materials;
  4. Review and acceptance or certification of the existing permeable aggregate base and new elastic layer pad as it applies to installation;
  5. Installation of a 25mm elastic layer pad below synthetic turf areas.
  6. Installation of complete vertical draining synthetic turf surfacing system synthetic turf surfacing with minimum 2.25" pile height.
  7. The turf surfacing shall include slit film fiber.
  8. Installation of tufted and inlaid field lines and markings as indicated on the drawings.
  9. Provide extra turf materials to the Owner for future repair and protective purposes.
  10. Provide all appropriate maintenance manuals, repair manuals, and warranty package to Owner. Warranty shall include a pre-paid insurance policy in support of the warranty required for the field, for the entire warranty period from an A-rated domestic insurance carrier.
  11. Complete specific maintenance activities at specified intervals after the date of acceptance.

1.02 SYNTHETIC TURF SURFACING PERFORMANCE & PAYMENT BOND

- A. The Synthetic Turf Contractor shall provide a performance and payment bond to the General Contractor for the full subcontract amount of the synthetic turf surfacing system including materials, assembly, shipping, and installation. A copy of the performance and payment bond must be furnished to the Owner within 14 days of the issuance of the notice to proceed.
- B. The performance and payment bond must be furnished in the name of the same corporate entity that provides the warranty for the synthetic turf surfacing system to the Owner.

1.03 MINIMUM QUALIFICATIONS FOR SYNTHETIC TURF SYSTEM

- A. Definitions: for the purposes of defining the necessary qualifications required to perform this work, the following definitions will apply.

1. "Infilled Synthetic Turf" refers to surfacing systems comprised of polyethylene fibers no less than 2.0" in finished height, tufted into a coated polyethylene backing, filled with loose, resilient fills to within 1" of the fiber tops.
  2. "Full sized" shall mean a single installation of no less than 75,000 contiguous square feet. Large contiguous installations will be considered as a single installation regardless of total square footage.
  3. "Successful" in the context of this specification shall be defined as having had zero repeat customer call-backs for defects of manufacturing for the life of the warranty or craftsmanship for the first two years.
- B. Approved Synthetic Turf System shall be manufactured, sold and warranted by a single vendor. Manufacturer of system shall include, at a minimum, assembly of the constituent components, ie tufting, of the specified fiber into an approved backing.
- C. The manufacturer of the synthetic turf system must have produced a minimum of one hundred (100) successful infilled synthetic turf football or soccer fields of full size and outdoors within the past three (3) years.
- D. The manufacturer of the synthetic turf system must have produced a minimum of ten (10) successful infilled synthetic turf football or soccer fields of full size and outdoors within the past two (2) years in the State of Washington.
- E. Installer of the synthetic turf system must have installed either a minimum of ten (10) successful infilled synthetic turf football or soccer fields of full size within the past two (2) years or a minimum of twenty (20) successful infilled synthetic turf football or soccer fields of full size within the past five (5) years. The installer shall have installed a minimum of five (5) successful infilled synthetic turf football or soccer fields of full size with the product vendor.
- F. The synthetic turf surfacing system vendor shall have a designated employed representative available for service based in the Pacific Northwest (Washington, Idaho, or Oregon).

#### 1.04 FIBER MANUFACTURERS

- A. Submit synthetic turf vendor's written documentation in the form of a signed affidavit certifying the source of the fiber used for the field including both green and any other colors used for the lines and markings.
- B. Fiber shall be certified in writing to have less than 50 ppm or less of lead from both the fiber supplier and the turf vendor.

#### 1.05 RELATED WORK SPECIFIED IN OTHER SECTIONS

- A. 32 84 23 Field Washwater and Irrigation

#### 1.06 STANDARD SPECIFICATIONS

- A. Comply with the National Federation of State High School Association (latest edition) for all sports included.
- B. For standards: American Society for Testing Materials (ASTM), (latest edition).

1.07 POST AWARD SUBMITTALS

- A. Shop Drawings: Within 14 days after issuance of Notice to Proceed, submit to the Owner's Representative five (5) copies of complete and detailed drawings showing all component parts of the synthetic turf system. The shop drawings shall be drawing to scale (1"=20') and shall include:
  - 1. total depth of infill
  - 2. edge details
  - 3. insert details including backing material
  - 4. seam details
  - 5. seam layout
  - 6. gluing patterns
  - 7. dimensional shop drawing for all field lines, markings and boundaries
- B. Synthetic Turf Samples: Within 14 days after issuance of Notice to Proceed submit to the Owner's Representative:
  - 1. Two 6"x 12" samples each of each green turf showing backing with perforations.
  - 2. Two 6" x 12" samples each of turf showing method of seam makeup with perforations. One sample to have example of inlaid lines.
  - 3. Two 6" x 12" samples each of the other colors proposed for use on the field for lines and markings.
  - 4. Two 1-pound samples of the proposed Infill material(s).
- C. Manufacturer's Specifications and Warranty:
  - 1. Within 14 days after issuance of Notice to Proceed submit to the Owner Representative five (5) copies each of selected manufacturer's material specifications and installation instructions. Include detailed specifications of manufacturer's provisions for achieving permeability, stating rate in infiltration and permeability in inches per hour of system materials for the vertical draining system.
  - 2. Within 28 days after Notice to Proceed, submit to the Owner Representative five (5) sample copies of warranty package herein specified for review.
- D. Testing and Quality Control: Within 14 days after issuance of Notice to Proceed, submit to the Owner's Representative the following test results for the system specified. An independent testing laboratory experienced with testing of synthetic turf or carpeting materials shall certify these tests. The qualifications of the testing laboratory to be utilized for the submittal and the pre-shipment testing shall be submitted to the Owner's Representative for approval. Applicable minimum material ASTM tests:



1. Dynamic Cushion Test - ASTM F355, Procedure A, (system); ASTM F355 procedure A at the 24" drop.
2. Yarn and fabric characteristics.
3. Pill Burn Test – ASTM D2859

E. Maintenance and Operating Data:

1. Prior to acceptance and/or occupancy by the Owner, furnish to the Owner's Representative five (5) copies in hard cover form of maintenance and operating data with imprinted Project, Owner, Owner's Representative, Contractor and Turf Subcontractor names, and date of turf system installation.
2. In addition, provide descriptions of any equipment recommended for maintenance and repair, citing specific vendors for each unit.
3. Use and Limitations - Submit a separate page stating approved activity usage for the turf and activities not recommended relative to warranty.
4. Index - Index with tab dividers for data as follows: Materials installed with their characteristics:
  - a. General maintenance
  - b. Small repair procedures
  - c. Minor seam repair
  - d. Discussion of precautions to be practiced, general maintenance, and uses to avoid to protect turf surface and to maintain installation's warranty
  - e. Recommendations for paint application and removal of lines and markings
  - f. Recommendations for snow removal procedures.
  - g. Provide additional maintenance requirements associated with organic cork infill materials including:
    - (1) Infill compaction reduction and top dressing procedures.
    - (2) Infill replacement at high wear and displacement areas (i.e. soccer corner kick, penalty kick, and goal mouth areas; football pat, etc.)
    - (3) Infill grooming and field sweeping procedures.
    - (4) Biological cleanup and disinfectant procedures (blood, vomit, pet waste, etc.)
    - (5) Organic infill attic stock storage recommendations and requirements

1.08 PRE-SHIPMENT SUBMITTALS

- A. Prior to shipment of the synthetic turf materials to the job site, synthetic turf material from every sixth roll shall be randomly sampled and the tested by an independent testing laboratory experience with testing synthetic turf materials. The testing laboratory shall be completely independent with no ties to the turf manufacturer. The testing shall include the following:

Item	ASTM	Property
1.	FTIR Spectrograph	Pile Composition

2.	D5848	Pile Weight
3.	D5848	Total Weight
4.	D5823	Pile Height
5.	D5793	Backing Perforation Diameter and Spacing
6.	D1335	Tuft Bind (without infill)
7.	D5304	Grab/Tear Strength.

- B. Copies of the test results shall be transmitted to the Owner's Representative directly from the testing laboratory. The synthetic turf materials shall not be shipped to the site without written authorization from the Owner's Representative after it has approved the test results.
- C. Samples of the synthetic turf material tested from every sixth (6<sup>th</sup>) roll shall also be transmitted to the Owner's Representative for approval by the independent testing laboratory prior to shipment of the synthetic turf materials to the job site. Sample size shall be minimum 12" x 12".
- D. All fees and costs associated with the pre-shipment sampling and testing shall be paid by the Contractor.

1.09 CERTIFICATION OF THE BASE

- A. Furnish to the Owner's Representative, prior to the synthetic turf or the pad system and synthetic turf system installation as applicable, a written certification of the acceptability by the turf vendor of the prepared base for installation and warranty validation.

1.10 TURF SYSTEM HOLD HARMLESS

- A. The synthetic turf manufacturer and installer shall not infringe upon any current or pending patents held by other synthetic turf manufacturers or installers.
- B. The Contractor, their synthetic turf subcontractor, and the synthetic turf manufacturer shall hold the Owner, Owner's Representative, and the Design Consultants harmless from infringement of any current or future patent issued for the synthetic turf surfacing system, installation methods and vertical draining characteristics. A notarized statement shall be submitted as part of the submittal package.

1.11 WARRANTY OF SYNTHETIC TURF

- A. Warranty shall cover, in general, the usability of the turf surface, accessories, use characteristics, and suitability of the installation. All items covered by warranty are to be replaced or repaired with new materials, including installation at the sole expense of the warranting contractor for the period of eight (8) years to the Owner, for the designated uses enumerated as follows:

- 1. Football
- 2. Flag Football
- 3. Soccer

4. Lacrosse
  5. Rugby
  6. Ultimate Frisbee
  7. Physical exercises
  8. Physical education activities
  9. Pneumatic rubber-tired maintenance and service vehicles
  10. Pedestrian traffic and other similar uses
  11. Ceremonial and Entertainment Events
- B. A principal of the applicable firm, duly-authorized to make contracts, shall sign the turf vendor warranty. If the turf vendor is not the manufacturer, the manufacturing firm shall also sign the warranty. The term "Contractor" contained herein means the firm furnishing warranty. "Owner" is the City of Shoreline. Warranty period shall be a minimum of eight years from date of acceptance of the installed system by the Owner.
- C. Furnish a pre-paid insurance policy in support of the warranty required for the field, for the entire warranty period from an A-rated domestic insurance carrier.

#### 1.12 FORM OF WARRANTY OF SYNTHETIC TURF SYSTEM

- A. Contractor hereby warrants to Owner, subject to the limitations and conditions set forth below, that its synthetic turf system consisting of synthetic turf described as \_\_\_\_\_, and the adhesives used in the installation, is free from defects in material and workmanship and shall, for a period of eight years as applicable from the date of acceptance by the Owner, remain serviceable for multiple sports activities.
- B. Contractor warrants to the Owner that its synthetic turf materials shall not fade, fail, shrink, wrinkle, or reflect excessive wear. Contractor shall, at their sole expense and cost, replace such areas of the synthetic turf system not performing to these standards for the life of the warranty.
- C. Definitions
1. The term "not fade" in the context of this warranty shall mean that the synthetic turf material shall remain a uniform shade of green, or other colors installed, with no significant loss of color.
  2. The term "not fail" or "excessive wear" as used in the context of this warranty shall mean that the length and weight of the face yarn or pile material in the synthetic turf surface above the infill materials shall not have been decreased by more than 10% per year according to ASTM D418, nor exceed 50% during the warranty period. In the event that the synthetic turf system does not retain its fiber height or shock absorbency and is consequently no longer serviceable during the warranty period, the Contractor shall, at their sole expense, replace such portion of the system that is no longer serviceable.
  3. The term "serviceable" in the context of this warranty shall mean that the synthetic turf system for the soccer field shall have a maximum "G" value according to ASTM F1936-10 and Procedure A, ASTM F355, not to exceed 130G's

at any location upon installation and shall not exceed 160G's throughout life of the warranty period. This shall be determined by conducting dynamic cushioning tests at the locations designated in ASTM F1936-10 and at corners of the soccer penalty boxes at opposite sides of the field. Any increase from 130G's to allowable 160G's maximum shall be at a relative uniform rate not to exceed 15 G's in any single yearly period.

- D. Where applicable, the fabric seams shall remain attached to the underlying surface over the warranty period and shall not separate or become unglued or unattached, as applicable.
- E. Contractor warrants to the Owner that the permeable synthetic system shall drain vertically a minimum of 20 inches precipitation per hour without visible surface ponding.
- F. Contractor shall replace with new materials, at their sole expense, all damage to the synthetic turf system that extends more than 3 feet beyond the location of foreign combustibles, which may ignite and fire-damage the synthetic turf system. The Contractor shall not be held liable for any incidental or consequential damages. These warranties and the Contractor's obligations here-under are expressly conditioned upon;
  - 1. The Owner making all minor repairs to the synthetic turf system upon the discovery of the need for such repairs;
  - 2. The Owner maintaining and properly caring for the synthetic turf system in accordance with the Contractor's maintenance manual and instructions;
  - 3. The Owner complying with the dynamic and static load specifications established by the Contractor.
- G. The warranty is not to cover any defect, failure, damage or undue wear in or to the synthetic turf system caused by or connected with abuse, neglect, deliberate acts, act of God, casualty, static or dynamic loads exceeding Contractor's recommendations, footwear having cleats, spikes, or similar projections other than conventional baseball, football, soccer, or rugby shoes having cleats of not more than 1/2" in length, and other conventional running track shoes having spikes of not more than 1/4" in length, or use of improper cleaning methods.
- H. Contractor shall be allowed to examine the synthetic turf system regarding any claim that the Owner makes to be present at any time, to analyze the results of all tests conducted by the Owner or others, and to conduct such tests of their own. Contractor shall not be responsible for any costs or expenses incurred by the Owner or others with respect to such tests, except the Contractor shall pay for costs of all tests and analysis conducted or directed by their representative.
- I. In the event the Contractor does not respond to the Owner's written notice within 10 days of receipt of notice or does not submit, schedule and execute corrective work within 30 days for any material replacement and within 5 days for work limited to repairs of existing materials or repair that can be made with attic stock materials, the Owner has the option of having the work performed at the expense of the Contractor.

- J. Sample form of warranty herein set forth is a suggested form for use for the work under this section. Manufacturer's standard form of warranty may be used provided all conditions specified are incorporated. All claims by the Owner under this warranty must be made in writing to Contractor's address at \_\_\_\_\_ within 30 days after the Owner learns of the defect giving rise to the claim. This warranty shall constitute a contract made in the State of Washington and shall be governed by the laws thereof.

#### 1.13 WARRANTY TESTING

- A. The turf for the field is to be tested for dynamic cushioning ("G" Test) by an experienced independent testing laboratory acceptable to the Owner's Representative at the completion of the installation shortly prior to acceptance inspection by the Owner's Representative, at the anniversary date of the first year, second year, fourth year, sixth year, and 60 days prior to the anniversary date of the warranty expiration. If conditions of the Specifications and/or Warranty are not met, the Contractor has the option of corrective work or replacement. In the event corrective work does not meet the requirements of the Specifications after a second attempt to bring the system within these limits, then the Contractor is to replace non-conforming areas or sections solely at the Owner's discretion and direction.
- B. Tests shall be performed in accordance with ASTM F-1936-10 and F355 10A.
- C. Test locations as designated in F-1936-10, Paragraph 8. Included in the report shall be the measured depth of the infill material at all test locations.
- D. All costs for the stated testing shall be paid by the Synthetic Turf Surfacing Contractor.
- E. If the Contractor does not have the tests performed within 10 days of specified times listed, the Owner has the option of ordering the testing work at the expense of the Synthetic Turf Surfacing Contractor.

#### 1.14 ELASTIC LAYER PAD SYSTEM WARRANTY

- A. Contractor hereby warrants to Owner, subject to the limitations and conditions set forth below, that field underlayment system consisting of a 25 mm elastic layer pad system, is free from defects in material and workmanship and shall, for a period of eight years from the date of acceptance by the Owner, remain serviceable for multiple sports activities.
- B. Contractor warrants to the Owner that its elastic layer materials shall remain permeable and shall not fail, shrink or buckle. Contractor shall, at their sole expense and cost, replace such areas of the field elastic layer system not performing to these standards for the life of the warranty.
- C. The term "permeable" in the context of this warranty shall mean that the field underlayment material shall provide a minimum vertical drainage rate of 20 inches per hour. The term "not fail" in the context of this warranty shall mean that the elastic layer

polyurethane binder provides full adhesion of the rubber granules and the pea gravel materials. The term "buckle" in the context of this warranty shall mean that the field elastic layer shall lay flat on the permeable aggregate base without warping or creating surface irregularities in excess of ¼ inch.

- D. The warranty is not to cover any defect, failure, damage caused by or connected with abuse, neglect, deliberate acts, act of God, casualty, static or dynamic loads exceeding Contractor's recommendations.
- E. Sample form of warranty herein set forth is a suggested form for use for the work under this section. Manufacturer's standard form of warranty may be used provided all conditions specified are incorporated. All claims by the Owner under this warranty must be made in writing to Contractor's address at \_\_\_\_\_ within 30 days after the Owner learns of the defect giving rise to the claim. This warranty shall constitute a contract made in the State of Washington and shall be governed by the laws thereof.

## PART 2 - PRODUCTS

### 2.01 GENERAL

- A. Infilled Synthetic Turf: The turf system shall be a vertical-draining permeable synthetic turf system. The turf system shall consist of a synthetic grass-like surface pile, which shall be tufted into a synthetic backing.
- B. All backing layers and coatings shall be firmly bonded together. Coating materials must be completely cured and bonded to the other backing layers. Synthetic turf panels or rolls that do not meet this requirement will be rejected.
- C. The entire system shall be resistant to weather, insects, rot, mildew, and fungus growth, and be non-allergenic and non-toxic. The entire system shall be constructed to maximize dimensional stability, to resist damage and normal wear and tear from its designated use, and to minimize ultraviolet degradation.
- D. All adhesives used in bonding the system together shall be resistant to moisture, bacterial and fungus attacks, and resistant to ultraviolet rays at any location upon installation.

### 2.02 DYNAMIC CUSHIONING REQUIREMENTS

- A. The dynamic cushioning of the system shall not exceed a maximum value of 130 G's per ASTM, F1936-10 and ASTM, F355, procedure A at any location upon installation.

### 2.03 ELASTIC LAYER PAD SYSTEM

- A. The shock-absorbing pad shall be a paved-in-place (in-situ) porous elastic layer and shall become part of the base for the synthetic turf system to be furnished and installed by

others.

- B. The elastic layer shall be porous and shall resist the effects of adhesives, water, freeze-thaw, heavy loads associated with athletic fields, compression/deflection, rot, mold, mildew, bacteria, and air-borne pollution.
- C. The paved-in-place (in-situ) elastic layer shall be a minimum thickness of 25mm.
- D. The paved-in-place (in-situ) elastic layer shall be installed in one lift. The elastic layer shall contain only the following:

<u>Components</u>	<u>% by Weight</u>
Granulated SBR rubber (1-5mm)	43-47%
Clean-washed "bird's-eye" aggregate (3-6mm)	44-48%
Single component high quality polyurethane binder	6-8%

- E. The exact material mix ratio may be altered to provide strength, shock attenuation and to provide permeability as approved by the Engineer. Successful bidder may submit an elastic layer formulation with minor modification for Engineer's consideration and approval.
- F. Polyurethane Binder:
  - 1. For the elastic layer utilize single component polyurethane.
  - 2. No mercury, lead or other heavy metals are to be present. No solvent or fillers are to be added.
  - 3. The polyurethane binder shall be manufactured in North American or Western Europe by a manufacturer.

#### 2.04 PERMEABILITY REQUIREMENTS OF THE SYNTHETIC TURF SYSTEM

- A. The system including the synthetic turf and infill materials shall drain vertically a minimum of 20 inches precipitation per hour without visible surface ponding.

#### 2.05 SYNTHETIC TURF PILE SURFACE

- A. The pile surface shall provide good traction in all types of weather with the use of conventional "sneaker-type shoes" and composition, molded-sole athletic shoes.
- B. The pile surface shall be suitable for both temporary and permanent line markings using rubber-base paint where applicable.
- C. Pile surface shall be nominally uniform in length for all portions of the field. Synthetic turf panels or rolls with irregular pile heights or with "J hooked" fibers that extend more than 1/4 inch above the surrounding fibers will be rejected.

#### 2.06 SYNTHETIC TURF FABRIC SURFACE

- A. The fabric surface shall be constructed and installed in minimum 15-foot widths with no longitudinal or transverse seams, except for head or tee seams at field boundaries and inlaid lines within a finished roll assembly. The seams shall be 15'-0" spacing.
- B. Rolls that do not lay evenly and with full dimension width will be rejected. No fitted pieces or relief cuts will be allowed to true alignment.
- C. The color shall be uniform with no visible deviations in shade permitted. Rolls that do not meet this requirement will be rejected.

#### 2.07 SYNTHETIC TURF SYSTEM MATERIAL COMPONENTS

- A. Pile fibers shall resemble freshly-grown natural grass in appearance, texture and colors.
- B. Fabric backing for the infilled synthetic turf systems can be loose laid and anchored at the perimeter of the fields as shown in the details or adhered to the base.
- C. All turf seams shall be sewn or adhered per paragraph 3.05 of this specification.

#### 2.08 SYNTHETIC TURF PERFORATIONS

- A. Synthetic turf with tufted fibers and a coated backing must include perforations in the backing for vertical drainage. Certified independent test results indicating a minimum drainage rate of 40 inches per hour for the permeable backing must be provided.
- B. Perforations in turf backing to be a minimum of 3/16" diameter clear opening and shall be spaced a maximum of 4" uniformly on-center.
- C. The turf shall be perforated with a minimum of 95% integrity over entire surface. Holes must be full diameter, completely through the underside of the turf backing with no material residue or fragmented fibers remaining.
- D. Owner's Representative shall approve the turf perforations prior to shipment, upon shipment onsite, or during on-site perforating operations as applicable.
- E. If the non-permeable backing material exceeds 12 inches in width it shall be perforated in accordance with this section. Perforations shall be drilled from the surface after the adhesive has set.

#### 2.09 LINES AND MARKINGS

- A. Permanent Field Markings and Reference Marks shall be provided with the initial installation of the surfacing system for each sport as identified in the drawings. Layouts shall be accurately surveyed and marked prior to installation.
- B. The reference point locations shall be installed as synthetic turf inlays.
- C. Manufacturer shall guarantee the synthetic turf is adaptable to both temporary and



permanent painted lines and markings.

- D. Minimum Lining and Marking Requirements: All lines, numbers and field markings are to be tufted in or installed as synthetic turf inlays without the use of paint.

Soccer:

- |    |                              |                          |
|----|------------------------------|--------------------------|
| 1. | Playing field boundaries:    | 4" wide white lines      |
| 2. | Mid-field line:              | 4" wide white lines      |
| 3. | Goal and penalty boxes:      | 4" wide white lines      |
| 4. | Center circle & penalty arc: | 4" wide white lines      |
| 5. | Corner kick arc:             | 4" wide white lines      |
| 6. | Corner kick hash marks:      | 4" wide x 3' white lines |
| 7. | Center spot:                 | 9" diameter white dot    |

Modified Soccer Markings:

- |    |                    |                               |
|----|--------------------|-------------------------------|
| 1. | Reference Squares: | 4" blue squares- Field B only |
|----|--------------------|-------------------------------|

2.10 MINIMUM SPECIFICATIONS FOR SYNTHETIC TURF SYSTEM MATERIALS

- A. The minimum material will be verified and enforced and will be the basis for Owner's testing. Material that fails to meet these minimum specifications will be rejected. The material specifications in this section are minimums. The manufacturer of the synthetic turf fiber and fabric may elect to exceed these specifications to insure compliance with all requirements and the warranty as specified in this section.
- B. Color of synthetic turf to be medium green as approved by Owner's Representative. The fiber used for the lines and markings shall be of the same composition as that used for the green areas.

Item	ASTM	Property	Minimum Specifications
1.	D418	Pile Weight	40 oz/sq yard
2.	D418	Primary Backing	6 oz/sq yard total
3.	D418	Back Coating	20 oz/sq yard
4.	D418	Total Weight	66 oz/sq yard
5.	D418	Pile Height	2.25"
6.	D1335	Tuft Bind (without infill)	8 lbs.
7.	D1682	Grab/Tear Strength	200 lbs.
8.	D2859	Pill Burn Test	Pass

- C. The primary pile fiber shall be 100% polyethylene athletic quality yarn designed specifically for outdoor use and stabilized to resist the effects of ultra-violet degradation, heat, wear, water and airborne pollution. The coating and backing materials shall assure suitable tuft bind strength, dimensional stability, and long-term wearing properties.
- D. Fiber shall be certified to have less than 50 ppm or less of lead from both the fiber supplier and the turf vendor.
- E. The parallel long slit film fiber shall meet the following requirements:

Item	ASTM	Property	Minimum Specifications
1.	D1577	Yarn Denier / Ply	5,000 / 1
2.	D1577	Base Filament Thickness	100 U Micron
3.	D2256	Yarn Breaking Strength	20 lbs
4.	D2256	Yarn Elongation to Break	50%
5.	D789	Yarn Melting Point	240° F.

- G. Fiber Wear Simulation: Fiber shall exhibit no splitting or appreciable degradation after a minimum of 20,000 cycles of simulated Lisport wear testing and shall remain serviceable without appreciable face weight loss after a minimum of 40,000 cycles of simulated Lisport wear testing.
- H. Fabric Composition: Shall consist of long parallel slit film yarn tufted into polypropylene backings coated with high-grade polyurethane.

2.11 CORK INFILL MATERIAL

- A. Cork Infill: The synthetic turf shall utilize a combination of sand and cork as follows;
  - 1. Granular Cork product shall be as submitted by the Contractor and approved by the Owner & Engineer prior to shipping.
  - 2. Cork to be of the following properties or characteristics;
    - a. Bulk Density: 110 to 250 kg/m<sup>3</sup>
    - c. Moisture Content: < 12%
    - d. Particle Gradation, Typical
 

Size (mm)	Percent Retention
2.36	0-10
2.00	0-25
1.40	25-45
1.00	5-30
Below 1.0	0-2
- B. Cork materials applied to the synthetic turf system from shipment bags into mechanical spreader equipment needs to be monitored to eliminate incorporation of super fines, i.e. Chaff into the infill application. Segregation of the cork materials during transport occurs and quality control of this the material is required.
- C. The cork infill shall be tested at the point of manufacture and assembly, and at point of delivery on site for compliance with the particle sizes included in the approved submittal. A minimum of one test result for every 10 sacks / bags of cork infill shall be required from materials delivered and stored on site. No infill shall be allowed to be installed until confirmation of compliance with specification requirements is documented on site by independent laboratory testing. Testing of infill prior to infill placement shall be coordinated by the vendor to have no impact on installation sequence of schedule for timely completion of the work.

- D. Installation of a 100sf Mock Up is required prior to commencement of infill activities of Synthetic turf system. The mock up will review consolidation and installation of infill materials and the quality of the install and how the infiltration of the mock up is performing.

2.12 SAND INFILL MATERIAL

- A. The sand infill material shall be graded silica sand, sub-round to round, compaction resistant, washed and dried. The sand shall meet the following criteria:

Percent Silica	80-95%
Shape	Round to Sub-round
Sphericity	0.65 – 0.85
Roundness	0.60 – 0.70
Hardness (Moh)	7

The sand gradation shall meet the following wet sieve analysis:

Sieve Size	Percent Retained
#16	0% – 5%
#20	10% – 20%
#30	50% – 70%
#40	15% – 25%
#50	0% – 10%
#100	0% – 5%
Pan	0% – 2%

- B. The maximum sand content shall be nominally 70-75% by weight. The exact infill material ratio may be altered to provide strength, shock attenuation, and to provide permeability by the vendor/installer as approved by the Engineer / Owner.

2.13 MAINTENANCE EQUIPMENT – SWEEPER UNITS

- A. The Contractor shall provide one tow behind sweeper/ provide ground driven rotary brush for the cleaning and maintenance of the infilled synthetic turf. Unit shall:

1. Provide for metered re-application of infill material with simultaneous dirt removal through 2 sieve trays
2. Provide sieve trays with variable settings from 4-10MM;
3. Adjustable depth row of tines for decompact infill material
4. Working width to be nominally 6 ft.
5. Rear mounted drag brush.
6. Provide connections for tow behind standard tractor or utility vehicle.

- B. Manufacturer’s Reference: The sweeper unit shall be SMG TurfCare TCA 2000 or equal. Contact SMG Equipment LLC, (253) 350-8803 / [www.smgequipment.com](http://www.smgequipment.com).

2.14 MAINTENANCE EQUIPMENT – DRAG BRUSH UNITS

- A. One tow-behind drag unit shall be furnished to the Owner with the synthetic turf field surfacing system.
- B. The drag brush unit shall include 3-point hitch, rear-mount with tow coupling.
- C. Include four specially-arranged brush rows to level surface of turf with infilling granulate.
- D. Working width to be nominally 6 ft.
- E. Manufacturer's Reference: The unit shall be SMG Turftuner TT1600 or equal. Contact SMG Equipment LLC, (253) 350-8803 / [www.smgequipment.com](http://www.smgequipment.com).

2.15 ALTERNATE FIELD EQUIPMENT

- A. The synthetic turf vendor may request to substitute equipment for those specific units specified, provided an equivalent function is provided to the specified equipment.

PART 3 - EXECUTION

3.01 CERTIFICATION OF FIELD BASE INSTALLATION

- A. The Contractor or the Contractor's subcontractor shall perform an inspection of the supplemental pad and permeable aggregate and submit written certification of acceptance of the base for the installation of the synthetic turf system.
- B. Summary of certification shall include, but not be limited to:
  - 1. Acceptance of the base construction "finish surfaces" as totally suitable for the application of work specified under this section.
  - 2. Verification and certification of the infiltration and permeability rates of the supplemental pad and permeable aggregate as applying to the warranty.
- C. All discrepancies between the required materials, application and tolerance requirements noted by the turf installer shall be brought immediately to the attention of the Owner's Representative. Failure of the turf installer to immediately inform the Owner's Representative of any prior work that does not meet the required specifications will result in the turf installer being required to perform any work needed to bring the base to acceptable condition.

3.02 ELASTIC LAYER PAD INSTALLATION

- A. The Superintendent shall thoroughly inspect all materials delivered to site both for quality and quantity to assure that the entire installation shall have sufficient material to

maintain proper mixing ratios.

- B. Installation of the elastic layer shall not take place if the ambient temperature is below 50 degrees F, if the material is wet, or if rain is falling or pending.
- C. The material to be placed shall be mechanically mixed to obtain a homogeneous mixture. Extreme care shall be taken under the immediate supervision of the Superintendent in the weighing and mixing of the components to maintain a uniform mixture with predicable and consistent performance characteristics across the entire field area. The polyurethane shall be of sufficient volume to obtain satisfactory long-term bonding of the components but shall not be of such volume as to render the elastic layer hard and uncomfortable for athletic use.
- D. The elastic layer shall be installed with a paving machine that utilizes an electrically heated finish surface screed bar. The paving machine must be operated by a minimum of two skilled technicians at all times.
- E. All seams shall be hand rolled and cold pad joints shall be primed with a polyurethane primer supplied by the binder manufacturer.
- F. The Superintendent must consistently monitor thickness of the elastic layer and supervise all mixing ratios by means of component weight checks.
- G. The elastic layer pad must cure free of foot and equipment traffic for 48 hours after placement.
- H. The finished elastic layer must be properly compacted, uniform in texture, density, thickness, and tolerance to grade and suitable as a shock attenuation pad providing dynamic cushioning for the turf system.
- I. The elastic layer shall have minimum thickness of 25 mm. The finished surface shall not vary more than 1/4" in 10' (6.25mm in 3.0 meters) measured in any direction as gauged from a string line or straight edge.
- J. The Contractor shall test the permeability of the in-situ pad prior to synthetic turf installation by others. The pad shall be tested in a minimum of six (6) representative locations. The test results shall be submitted to the Engineer prior to synthetic turf installation.

### 3.03 INSPECTION OF MATERIALS

- A. Prior to installation, and immediately upon delivery of synthetic turf system materials to the project site, the Synthetic Turf Surfacing Contractor shall inspect material as follows:
  - 1. For damaged or defective items;
  - 2. Measure turf pile height and thickness of each roll;
  - 3. Measure backing perforation diameter and spacing;
  - 4. Reject damaged materials and all materials out of tolerance with this

specification.

- B. After installation, inspect project area for acceptable seaming, adhesive bonding, uniformity of color of turf, bubble- and wrinkle-free surface smoothness as laid, field lines and markings, insert installations, edge details. Remove and/or repair deficient workmanship in a manner consistent with these specifications prior to requesting the Owner's Representative inspection pursuant to completion and acceptance of the work.

#### 3.04 OWNER'S TEST

- A. Owner may have samples of the turf submitted and tested for verification of conformance to specifications. Turf system acceptance is subject to the results of these tests.
- B. Any material so tested and found not conforming to specification will be rejected and replaced with material conforming to the specification at Synthetic Turf Surfacing Contractor's expense. Re-submittal shall be required.

#### 3.05 SYNTHETIC TURF INSTALLATION

- A. Perform all work in strict accordance to the drawings, shop drawings and manufacturer's specifications and instructions.
- B. Verification: The Contractor is responsible for inspecting, verifying, and accepting all installed work of this section.
- C. Environmental Conditions: Do not apply adhesive materials or infill material when:
  - 1. Ambient air temperature is below 40 degrees F.
  - 2. Material temperatures are below 40 degrees F.
  - 3. Rain is falling or pending
  - 4. Conditions exist, or are pending, that will be unsuitable to the installation of the system.
- D. Preparation:
  - 1. Accept base onto which the synthetic turf surfacing system and the anchoring system are to be applied, as specified above.
  - 2. Immediately prior to application of the synthetic turf, the base shall be thoroughly cleaned of all foreign material, soil, or any other substances that may be detrimental to permeability and the installation of the turf system.
- E. Equipment and Access:
  - 1. Passenger vehicles shall not be allowed to park or staged upon the completed aggregate surface either prior to or during installation of the synthetic turf.
  - 2. Equipment utilized during construction including compressors, generators, etc. shall be in complete working order, with exhaust systems oriented vertically and

away from the synthetic turf surface. At any location where equipment is parked and/or staged on the turf surface during installation, adequate protection of the finish turf surface will be required including, but not limited to heat resistant panels to ensure 100% viability of the finish turf surface and fibers. Should a portion of the turf be damaged as a result of installation techniques, the entire turf panel may be subject to rejection and replacement at the direction of the Owner's Representative.

- F. The fabric surface shall be constructed and installed in 15 -foot minimum widths with no longitudinal or transverse seams, except for head or tee seams at field boundaries and inlaid lines within a finished roll assembly.
- G. Rolls that do not lay evenly and with full dimension width will be rejected. No fitted pieces will be allowed to true alignment.
- H. Bonding of Material Surfaces: The bonding or fastening of all system material components shall provide a permanent, tight, secure and hazard-free, athletic playing surface. System material components include:
  - 1. Bonding all seams and inlaid line and markings
  - 2. Bonding and seaming must maintain their integrity for total length of warranty period.
- I. Seams:
  - 1. All turf seams shall be either sewn with high strength polyester fiber cord or nylon or adhered to a supplemental backing material.
  - 2. Backing layers must lie flat on the field base to provide a uniform pile surface.
  - 3. The width between fiber rows at the seam locations shall not exceed that of the tufting gauge of the turf materials.
  - 4. All sewn seams shall be brushed to provide full coverage of fiber over the thread.
- J. Turf Edges: Turf edges to be as shown on the edge fastening detail and nailed at the perimeter.

### 3.06 LINING / MARKING INSTALLATION

- A. Complete field markings shall be provided with the initial installation of the surfacing system. Provide lines and markings in conformance with these specifications. Layouts shall be accurately surveyed and marked prior to installation.
- B. If overlapping backing materials are utilized for the inlaid lines and markings resulting in a non-permeable surface in excess of 12 inches wide, the backing materials shall be perforated in conformance with 2.08 of this specification section after gluing and prior to installation of the infill material.
- C. To the greatest extent practical, lines and markings shall be installed without

compromising the primary backing.

### 3.07 SYNTHETIC TURF EDGE ANCHOR INSTALLATION

- A. Anchor synthetic turf along the sides and ends with the plastic edge nailer board as shown in the details.

### 3.08 INFILL INSTALLATION

- A. The infill material shall be applied in a dry condition and when the synthetic turf is dry.
- B. The synthetic turf installer shall not infringe upon any current or pending patents held by other synthetic turf manufacturers or installers with the installation of the infill materials.
- C. The infill materials will be installed with a minimum of 8 applications.
- D. The infill installation shall not result in fiber material trapped below the surface of the infill material. If fiber is trapped below the surface, a portion or all of the infill material must be removed and reinstalled.
- E. The infill material shall be installed at a uniform depth across the entire field area. Infill depths shall not vary by more than +/- 5 mm from the design infill level indicated in the approved submittals across the entire synthetic turf surfacing area.
- F. The brushing of the infill material shall provide fiber fibrillation resulting in a natural surface appearance. If in Owner's Representative opinion more fibrillation is desired, the Synthetic Turf Contractor shall provide additional brushing of the surface to provide the desired level of fibrillation.
- G. The infill materials shall water settled to provide accelerated consolidation of the infill material prior to use by the Owner. Water is available from quick coupling valves located around the field. The Synthetic Turf Contractor shall utilize portable sprinkler heads to evenly apply a minimum of 1 inch of water over the entire field area for water settlement. Upon completion of the initial water settlement, the surface will be inspected by the Owner's Representative for footing stability and infill consolidation. The Synthetic Turf Contractor shall provide any additional water settling as required by the Owner's Representative to achieve the desired level of infill stability and consolidation.

### 3.09 CLEANING

- A. Remove all excess materials of all types, equipment, debris, etc., from the site immediately after completion of the work. Remove all stains and other blemishes from all finished surfaces. Leave work in clean, new appearing condition, ready for use by Owner.
- B. The Contractor shall inspect the entire field area with a hand held metal detector to



identify any construction materials or tools left on the field. All such materials shall be removed prior to Owner occupancy of the field.

### 3.10 PROTECTION

- A. Adequate protection of materials and work from damage will be the responsibility of the installer during installation and until acceptance of their work. Synthetic Turf Surfacing Contractor will be responsible for protection after the acceptance of the work until final acceptance of all contract work by the Owner. All material damaged prior to acceptance by the Owner shall be replaced at no cost to the Owner.

### 3.11 EXTRA MATERIALS

- A. Deliver to Owner all extra materials herein specified. Receive Owner's written receipt for all materials. Deliver receipt to Owner.
- B. Infill Materials: Provide four (4) 33 gallon rubber trash containers with lids of each infill material.
- C. Turf for Future Repairs: Material may be roll ends or cutoffs; however, each piece of fabric shall be at least 5' x 10'. At least one green piece shall be at least 10' x 15'. The following are minimum areas for the extra synthetic turf materials to be provided by the Synthetic Turf Surfacing Contractor to the Owner:

Minimum Quantities:

- 1. Green Turf: 2000 sf
- 2. White Turf: 100 LF 4" lines
- 3. Blue Turf: 10 LF 4" lines

### 3.12 MAINTENANCE

- A. Vendor shall complete maintenance of the synthetic turf field at both 6 months and 1 year after the date of Substantial Completion. Minimum maintenance activities shall include:
  - 1. Inspect and repair as required each inlay and seam.
  - 2. Brush and remove surface debris, loose fibers and any other deleterious material. Use of a rotating, mechanical brush is recommended.
  - 3. Decompact and re-level infill materials. Import and place /top dress new infill material matching original infill materials as needed to establish original infill depth.
- B. All maintenance activities shall be as approved and directed by the original manufacturer. All maintenance activities shall be coordinated with scheduled use of the facility and completed at the convenience of the Owner and applicable user groups. All maintenance activities may be completed with the use of Owner's maintenance equipment furnished as part of this contract.

END OF SECTION 32 18 24  
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# SHORELINE PARK FIELDS A&B TURF REPLACEMENT PROJECT

Bid Number: 9071  
Date: MAY 2018



17500 Midvale Avenue North  
Shoreline, WA 98133  
(206) 901-2700

**SHORELINE CITY COUNCIL**

WILL HALL  
MAYOR

JESSE SALOMON  
DEPUTY MAYOR

CHRISTOPHER ROBERTS  
DORIS MCCONNELL  
KEITH MCGLAISHAN  
SUSAN CHANG  
KEITH SCULLY

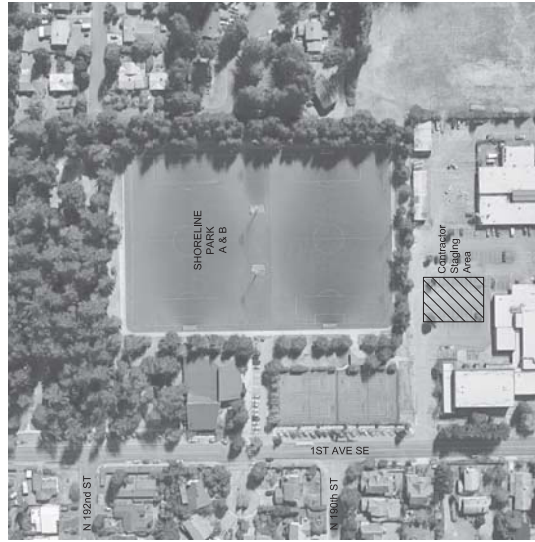
**DIRECTOR OF PUBLIC WORKS**

RANDY WITT

**PROJECT MANAGER**  
HAZEL DELACRUZ  
ENGINEERING TECHNICIAN

APPROVED FOR CONSTRUCTION \_\_\_\_\_ DATE \_\_\_\_\_  
TRICIA JURINKE, P.E., CITY ENGINEER

INDEX OF SHEETS	SHEET	PAGE NUMBER	DESCRIPTION
	F-0.0	1	COVER
	F-0.1	2	SITE PREPARATION PLAN
	F-1.1	3	PAVING PLAN
	F-2.1	4	PAVING SECTIONS
	F-3.1	5	COMPOSITE LAYOUT PLAN
	F-3.2	6	SOCCER LAYOUT PLAN AND DETAILS
	F-3.3	7	MODIFIED SOCCER LAYOUT PLAN



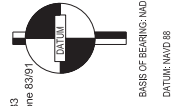
LOCATION MAP  
SHORELINE, WA

NTS



VICINITY MAP

NTS



Project No.  
Sheet  
COVER SHEET

Sheet F-0.0



SHORELINE PARK FIELDS A & B  
TURF REPLACEMENT PROJECT  
4-10-18  
BID SET



SERVICES	CONTACT INFORMATION
ELECTRICAL:	SEATTLE CITY LIGHT (206) 998-3000
NATURAL GAS:	PUGET SOUND ENERGY (888) 225-4279 CENTURY LINK (800) 244-1111 or FRONTIER (877) 462-8198
TELEPHONE:	COMCAST (877) 68-5288 or FRONTIER (877) 462-8198
CABLE:	FRONTIER (877) 462-8198
WASTEWATER (SEWER):	RONALD WASTEWATER DISTRICT (206) 546-2494
WATER:	SHORELINE WATER DISTRICT (206) 562-5100
STATION MASTER/ POST OFFICE:	SEATTLE PUBLIC UTILITIES (206) 684-3000 17233 15th Ave NE (800) 275-8777
CALL BEFORE YOU DIG	(800) 424-5555

**SURVEYOR:** Company  
BUSH, ROED & HITCHINGS, INC.  
2009 Minor Ave E, Seattle, WA 98102  
Phone: 206-323-2135  
Fax: 206-323-2135  
Dates of field surveys: 11/05

Vertical Datum/Basis of Elevations  
North American Vertical Datum of 1988 - NAVD88

NOTE: RECORD DRAWING DATA  
Interpolated from digital aerial photography and  
some underground utilities information has been  
every effort has been made to insure the maximum  
possible accuracy, the contractor agrees to  
field-verify all critical dimensions on site.

CALL TWO BUSINESS  
DAYS BEFORE YOU DIG  
1-800-424-5555

Revisions	Checked	Designed	Drawn	Initials	Date	Description
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

DA HOGAN  
 10000 15th Avenue NW  
 Shoreline, WA 98148  
 (206) 801-2700

CITY OF SHORELINE  
 1000 1st Avenue  
 Shoreline, WA 98148  
 (206) 801-2700

PROJECT NO. 15000-01-01  
 SHEET NO. 15000-01-01-01

DATE: 10/10/2018

PROJECT: SHORELINE PARK FIELDS A & B TURF REPLACEMENT PROJECT

SCALE: 1" = 30'

BID SET 4-10-18

PROJECT NO. 15000-01-01

SHEET PREPARATION PLAN

SHEET F-0.1

DATE: 10/10/2018

CALLING BUSINESS DAYS BEFORE 10:00 AM 1-800-424-6665

DATE: 10/10/2018

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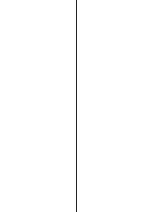
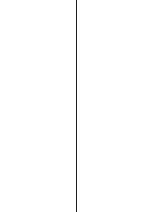
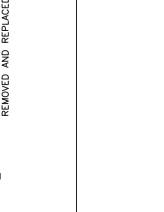
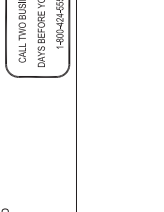
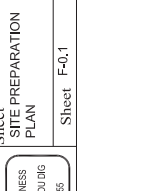
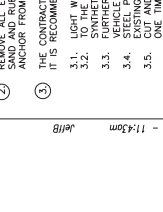
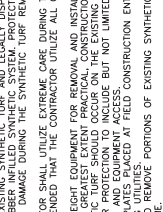
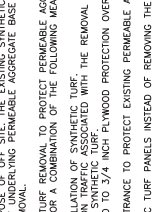
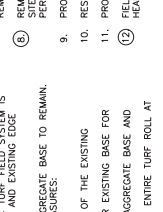
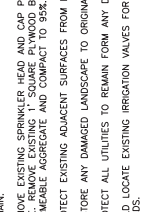
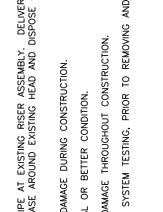
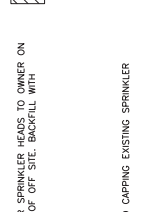
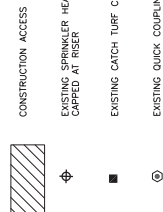
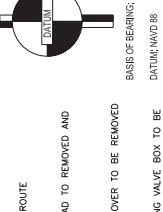
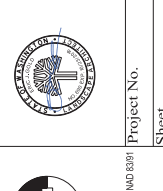
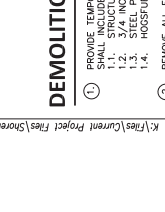
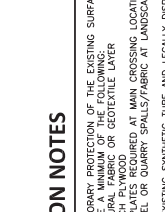
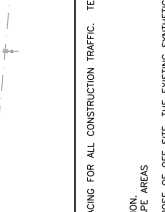
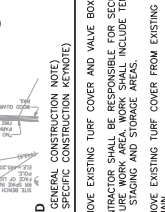
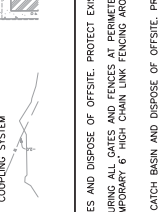
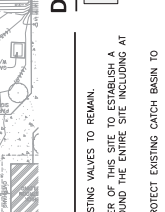
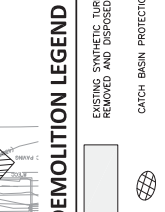
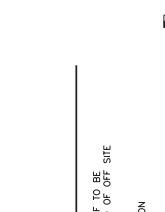
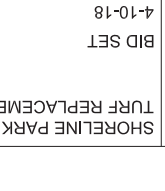
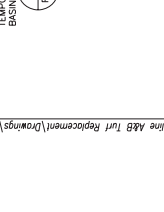
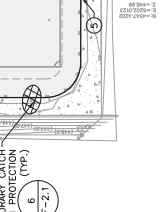
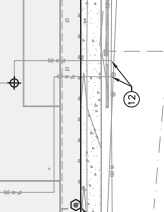
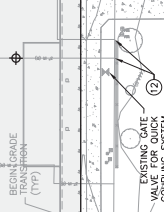
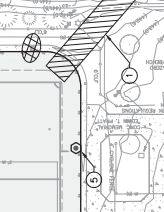
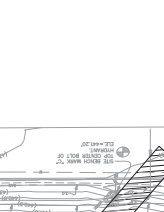
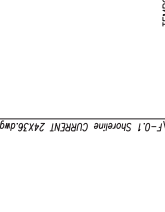
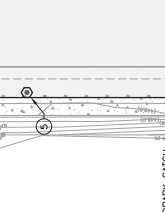
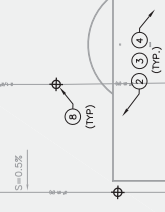
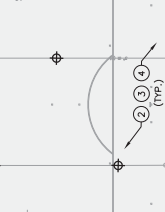
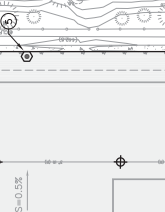
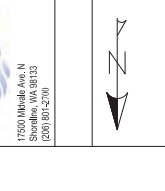
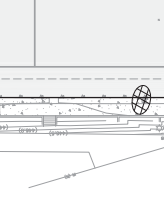
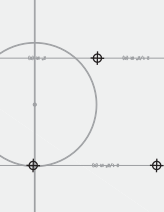
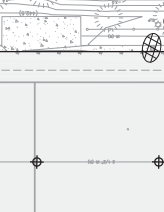
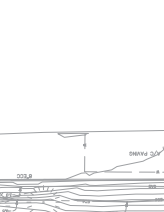
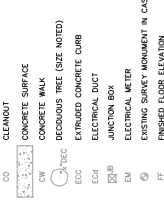
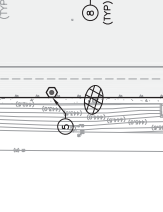
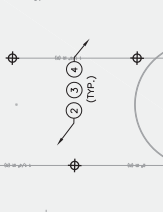
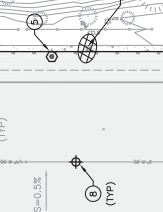
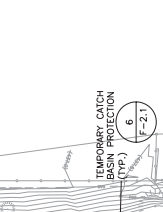
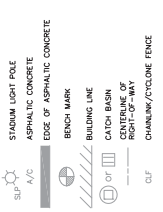
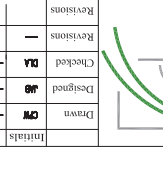
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FOR CONSTRUCTION  
 SHORELINE PARK FIELDS A & B  
 TURF REPLACEMENT PROJECT  
 4-10-18

Project No. 8309  
 Sheet LAYOUT PLAN  
 Sheet F-1.1

Project No. 8309  
 DATE: 10/14/18  
 CALLING BUSINESS DAYS BEFORE 10:00 DIG 1-800-424-5555



BASES OF BEARING: NAD 83 (N) DATUM: NAD 83

Project No. 8309  
 Sheet LAYOUT PLAN  
 Sheet F-1.1

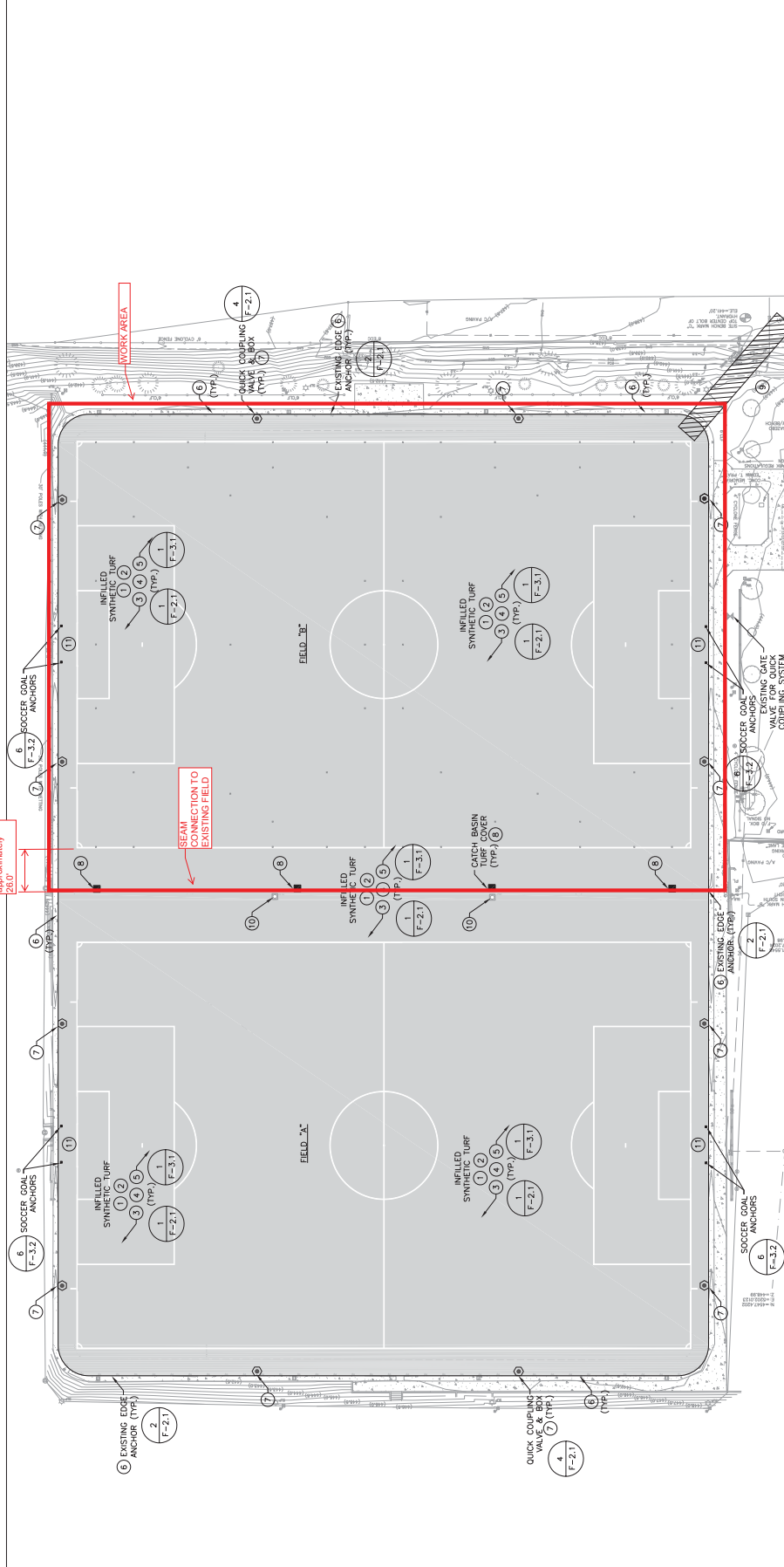
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 Sheet F-1.1

Project No. 8309  
 Sheet LAYOUT PLAN  
 Sheet F-1.1



**LAYOUT NOTES**

1. PRIOR TO TESTING, MANUFACTURING AND SHIPMENT OF SYNTHETIC TURF, THE CONTRACTOR SHALL VERIFY THE MANUFACTURER'S SURFACING DIMENSIONS TO MATCH EXISTING FIELD. SEE SYNTHETIC TURF COMPOSITE LAYOUT PLAN FOR SYNTHETIC TURF LINES AND MARKINGS.
2. THE CONTRACTOR SHALL UTILIZE EXTREME CARE DURING TURF INSTALLATION TO PROTECT EXISTING PERMEABLE AGGREGATE BASE TO REMAIN.
3. DISTURBED OR SEGREGATED PERMEABLE AGGREGATE MATERIALS SHALL BE REMOVED AND REPLACED WITH NEW TOP COURSE PERMEABLE AGGREGATE. THE EXISTING FIELD SHALL BE ASSUMED TO ADOPT THE SAME PERMEABLE AGGREGATE CORRECTIVE WORK AT 1 INCH DEPTH. THE EXISTING FIELD HAS A GROSS SLOPE OF 0.5%.
4. INSTALL ELASTIC LAYER PAD OVER EXISTING PERMEABLE AGGREGATE. PAD SHALL MEET AND MATCH WITH EXISTING EDGE ANCHOR. REMOVE EXISTING ELASTIC LAYER PAD TO PROVIDE FLUSH TRANSITION WITHIN 18" OF FIELD EDGE.
5. PRIOR TO COMPLETION OF TURF INSTALLATION:
  - 5.1. PREPARE THE ELASTIC LAYER PAD TO FLUSH TO THE EXISTING EDGE ANCHOR.
  - 5.2. VERIFY THE ELASTIC LAYER PAD MEETS THE PERMEABILITY REQUIREMENT.
  - 5.3. VERIFY INFILTRATION AS DIRECTED.
6. LOCATE AND INSPECT THE EXISTING CONTAINMENT CURB AND EDGE ANCHOR TO REMAIN. REPAIR AS DIRECTED.

**NOTE LEGEND**

- 1 (INDICATES GENERAL CONSTRUCTION NOTE)
- 2 (INDICATES SPECIFIC CONSTRUCTION KEYNOTE)
7. INSTALL NEW VALVE BOXES AT EXISTING QUICK COUPLING VALVE WITH SYNTHETIC TURF COVER (12 TOTAL).
8. INSTALL NEW TURF COVERS AT EXISTING MANHOLES (4 TOTAL).
9. RESTORE ALL DISTURBED EXISTING GRASS AREA TO ORIGINAL CONDITION AT CONSTRUCTION ENTRANCE AREA.
10. FURNISH AND INSTALL 6" HIGH WITH 6" THICKNESS, ROUND, DARK GREEN LIGHT POLE PAD, FIELD MEASURE.
11. FURNISH AND INSTALL NEW FULL SIZE SOCCER GOALS AND NETS.
12. PROTECT ALL EXISTING UTILITIES TO REMAIN THROUGHOUT CONSTRUCTION.

**LAYOUT LEGEND**

- SYNTHETIC TURF AND ELASTIC LAYER PAD
- ▬ LIMIT OF SYNTHETIC TURF AND CONCRETE EDGE ANCHOR
- TURF COVER AT EXISTING CATCH BASIN
- QUICK COUPLING VALVE WITH SYNTHETIC TURF LID

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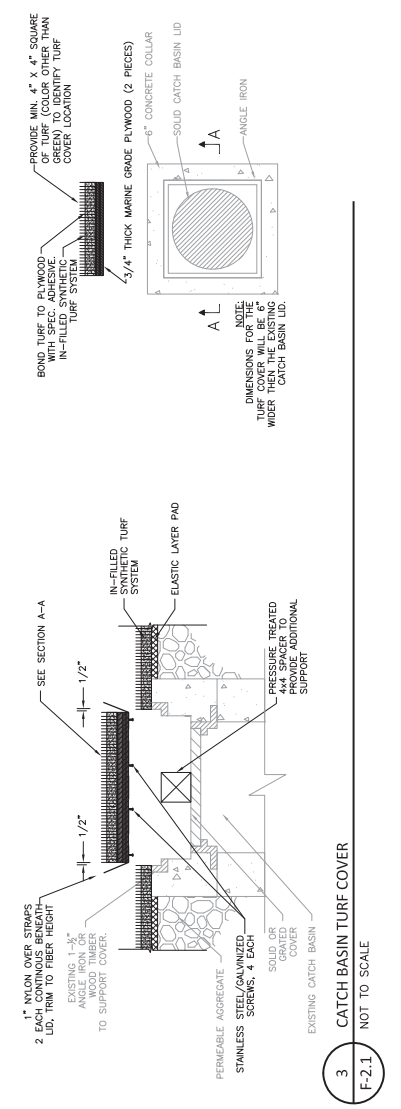
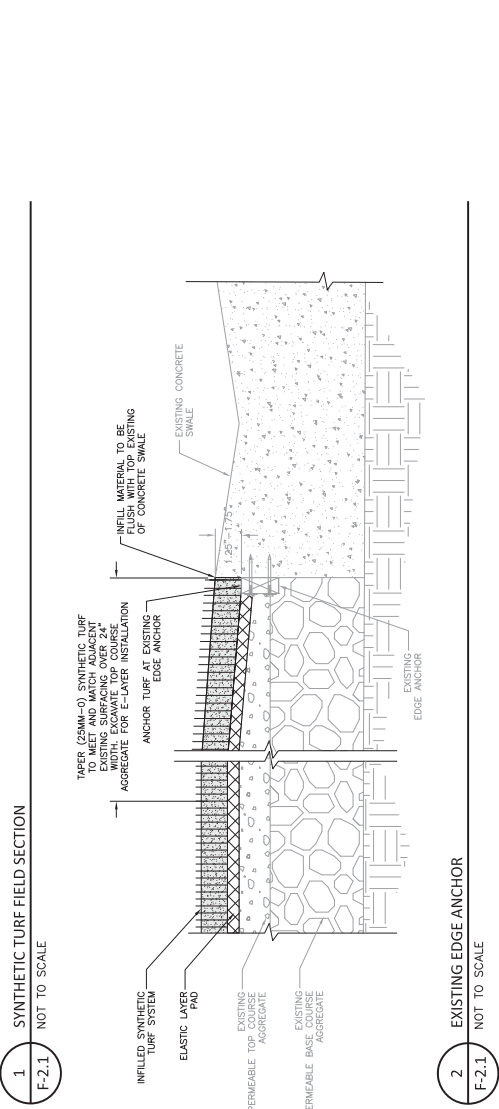
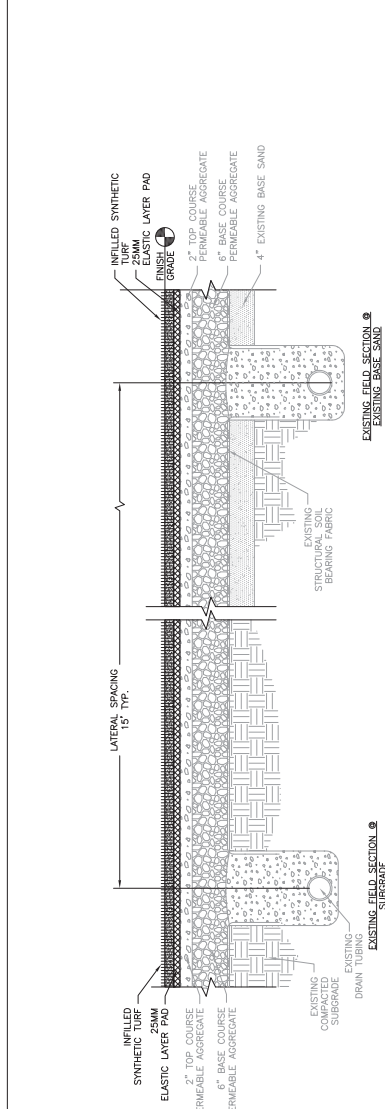
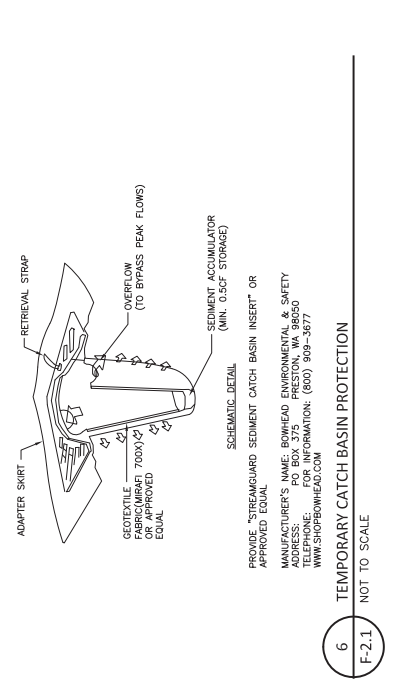
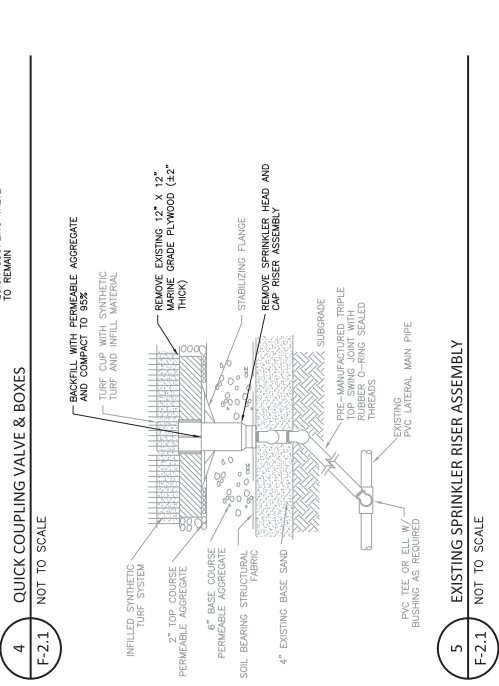
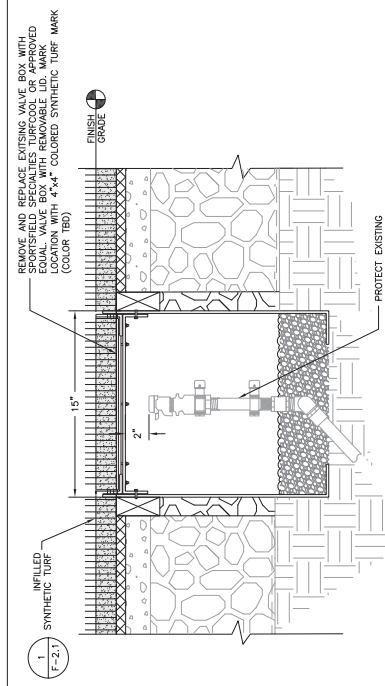
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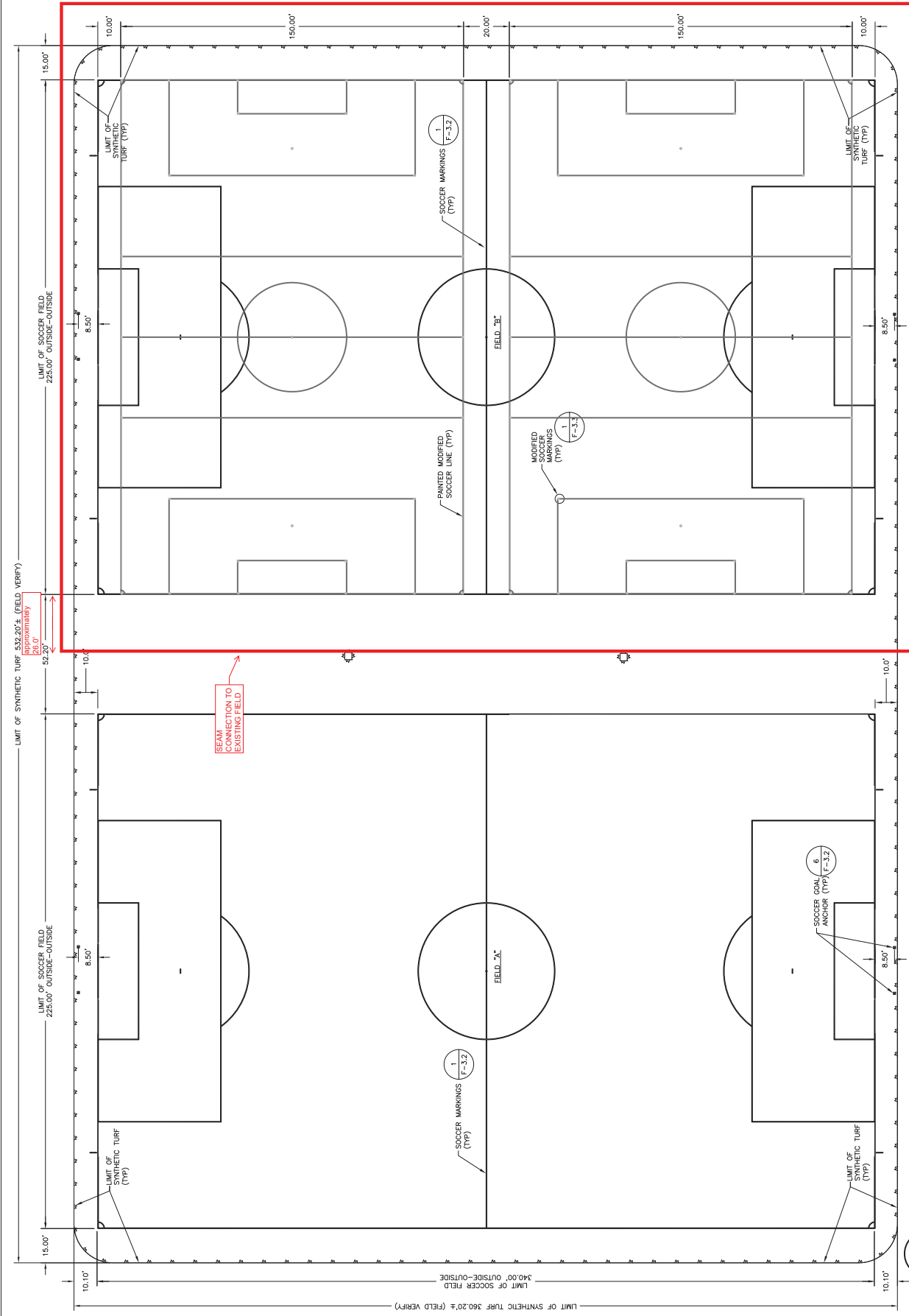
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SHORELINE PARK FIELDS A & B  
TURF REPLACEMENT PROJECT  
4-10-18  
BID SET

Project No. \_\_\_\_\_  
Sheet \_\_\_\_\_  
TYPICAL SECTIONS

Sheet F-2.1





1 COMPOSITE LAYOUT PLAN  
SCALE 1"=20'

F-3.1

Project No.  
Sheet  
COMPOSITE  
LAYOUT PLAN  
Sheet F-3.1



SHORELINE PARK FIELDS A & B  
TURF REPLACEMENT PROJECT  
FOR CONSTRUCTION  
4-10-18

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Revisions	Checked	Designed	Drawn	Date	Description
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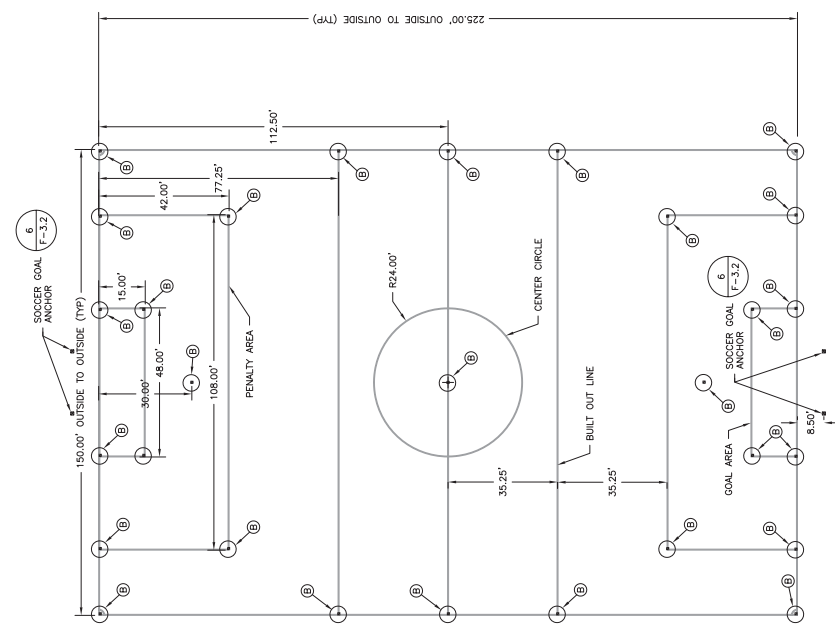
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SHORELINE PARK FIELDS A & B  
 TURF REPLACEMENT PROJECT  
 FOR CONSTRUCTION  
 4-10-18



Project No.  
 Sheet  
 MODIFIED SOCCER  
 LAYOUT PLAN  
 Sheet F-3.3

- MODIFIED SOCCER LAYOUT NOTES (FIELD "B" ONLY)**
- A. CONTRACTOR SHALL VERIFY ALL DIMENSIONS. ALL LINE WORK IS TO BE LAID OUT WITH A TOLERANCE OF 1/4 INCH.
  - B. CONTRACTOR TO INSTALL 29"-4" BLUE SQUARE TURF FOR EACH FIELD (58' TOTAL) AT LOCATIONS INDICATED. ALL LINES ARE TO BE PAINTED AS DIMENSIONED ON SOCCER LAYOUT PLAN.
  - C. THE SOCCER GOAL AREA IS 15 FEET BY 48 FEET. REFER TO PLAN FOR LOCATION.
  - D. THE SOCCER PENALTY AREA IS 42 FEET BY 108 FEET.
  - E. THE CORNERS OF THE SOCCER FIELD SHALL HAVE AN 3 FOOT RADIUS DESIGNATING THE CORNER KICK AREA.
  - F. THE BUILT-OUT LINES ARE IN BETWEEN THE HALF WAY LINE AND TOP OF THE PENALTY AREA.
  - G. THE END LINES ARE SHARED WITH PRIMARY SOCCER SIDELINES.



1  
 F-3.3  
 SCALE 1"=20'  
 MODIFIED SOCCER LAYOUT PLAN



APPENDIX I  
TO  
SUBCONTRACT AGREEMENT

SUBCONTRACTOR SAFETY REQUIREMENTS

[Attached]

## ***Subcontractor Safety Requirements***

### **Purpose**

Balfour Beatty Construction, LLC dba Howard S. Wright (HSW) will achieve its Zero Harm goals by providing a safe and healthy work environment for our subcontractors, vendors, customers, and employees. HSW will make every effort to protect the public and our environment from any negative impact associated with our business and will not sacrifice the safety of people for the sake of production or monetary gains. Accident prevention requires:

- I. Proper Planning,
- II. A Project organized to be safe,
- III. A workforce fit for duty.

This Appendix is organized accordingly.

This Appendix applies to all HSW projects. Individual projects may have added safety requirements attached as an addendum. Violations of any requirement in this Appendix or addendum are grounds for disciplinary action up to termination. **It is the responsibility of any subcontractor who uses lower tier sub-subcontractors to ensure compliance with the rules and the safety requirements of the project.**

This Appendix is not a total safety program or plan. Rather, it explains where HSW exceeds OSHA 1926 standards and most state programs. Besides the requirements in this Appendix, subcontractors must comply with all federal, state, local laws including environmental laws, as well as the HSW Safety Health and Environmental (SH&E) Program. Subcontractors that create spills, discharge pollutants, or cause damage to any environmental Best Management Practices will be held responsible for their actions. In addition, HSW requires full compliance with manufacturer's instructions for materials, tools and equipment. Where safety requirements conflict, subcontractors shall follow the more stringent requirement.

HSW reserves the right to suspend or remove any worker or contractor from any project for failure to comply with safety requirements.

### **I. PROPER PLANNING**

A properly planned, safe site requires analysis of hazards and addresses specific known hazards like OSHA Fatal Four. This section discusses how safety planning works generally on HSW jobsites and how each subcontractor must plan for these commonly known hazards.

### **Long and Short Term Work Planning**

Subcontractors must create a Job Hazard Analysis (JHA)/Activity Hazard Analysis (AHA) for each major task, hazardous task, or non-routine process associated with their work. J/AHA's shall be submitted to the designated HSW representative before starting each phase of work and must be reviewed with the crew before starting work each shift. Every shift, before starting work, a Pre Task Plan (PTP) must be developed and discussed with each crew, to include every anticipated task, and then be documented using the standard HSW PTP Form. Subcontractors may use their own company PTP form if approved by HSW.

**Common hazards, including the Fatal Four (falls, struck-by, energized systems, crush/caught between)**

### **A. Fall Hazards**

#### **Fall Protection**

No one may work if exposed to a fall of greater than six feet without fall protection that *prevents or arrests* a fall. There are no exceptions. This includes ladders, scaffold erection/dismantling, truck beds, steel erection and crane assembly/disassembly.

#### **Ladders**

- **Work Ladders** – Whenever possible, use work platforms instead of work ladders. When work ladders are the only option, fall protection is required when the worker is at a standing height greater than six feet above the adjacent surface. Use ladders rated “ANSI Type I – Heavy Duty Industrial – 250 lbs.” or greater capacity. Secure



straight work ladders, including extension ladders, at top (if feasible) and always at bottom or utilize an attendant or assistant to hold the ladder when in use.

- **Access Ladders** - A fall protection system is required for access ladders (including scaffold access ladders) where the top landing is greater than twenty feet above the adjacent surface. A ladder will only be used as primary access under a limited needs basis. Scaffold stairs shall be used to access elevated work areas when it is the primary access to an area.
- **Platforms** – All platforms over 24 inches in height shall be equipped with guard rails on all sides.

#### Scaffolds

On Work Platforms (e.g. scaffolds), workers must have fall protection that *prevents or arrests* a fall where they would otherwise be exposed to a fall of greater than two feet. A Work Platform is an elevated platform providing worker access from which tasks (unrelated to the work platform) are carried out. Work Platforms include, but are not limited to, all supported and suspended scaffolds, rolling and “Baker” scaffolds, aerial lifts, walkways and bridges between scaffolds.

Aerial Lifts All aerial lifts (boom or articulating) must have an occupant crush protection feature.

### **B. Struck-by Hazards**

#### Lifting Operations

Cranes fabricated/erected on site shall have a third party crane inspector on site during the fabrication, assembly and erection. Cranes delivered to site ready for work must provide a current annual inspection performed by a third party. All crane operators must have a CCO, NCCCO or equivalent certification. Operators must have had a drug test within 7 days of arrival to the project site, unless dictated otherwise by their current Labor Agreement with HSW.

Anti-collision systems will be fitted for projects with multiple tower cranes in use, where there is potential for the crane to contact an adjacent structure, or where there is potential to over sail public areas, sensitive environmental areas, and electrical power sources.

#### Heavy Equipment / Forklifts

Only authorized people shall operate heavy equipment on HSW projects and HSW requires properly functioning back-up alarms. Additionally, HSW recommends the use of a trained ground guide and/or a proximity warning device. **Vehicles and equipment reversing must have their windows open.** Subcontractors are fully responsible for maintaining safe working distances between workers and their equipment and shall provide certified flaggers, fencing or barriers as needed to ensure a safe work area.

Forklift operators cannot “free hoist” materials, tools or equipment with a forklift. All forklift operators must pass Contractor’s “Forklift-Telehandler Operator Evaluation” before working.

#### Controlled Access Zones (CAZ)

Each Subcontractor conducting overhead work shall provide an exclusion zone, consisting of a barrier that clearly makes all persons aware of the work area above and restricts access. This exclusion zone will be erected below the area where overhead work is being performed. Only authorized persons will be allowed within this zone. Safety signage shall be conspicuously located to warn of the potential overhead hazard. Dependent on site specific conditions, spotters may be required to be used to help keep persons out of the designated exclusion zone areas.

Mechanically elevated work platforms (MEWPS) shall have the same CAZ consideration that prevents persons from being stuck by falling materials or caught between adjacent surfaces or other equipment.

Any person/persons working on a building exterior must always maintain a CAZ below their work. If working on a high rise building perimeter (75 feet as defined by IBC), workers must tether all tools.

### **C. Energized system hazards**

#### Energized Equipment/Pressurized Systems

Work on energized equipment or pressurized systems (e.g. Electrical, Fluid, Air, Mechanical, etc.) is prohibited unless a plan is submitted to and authorized by a HSW executive or officer..

Only three wire extension cords rated for heavy commercial duty usage are permitted and must be maintained in good condition.

Electrical rooms, switchgear rooms or closets that contain energized electrical gear shall be locked when they are unoccupied. No electrical panels, switchgear, motor control centers, ATS's, disconnects, etc. will be energized unless all panels, dead fronts, and all covers are in place. Signage should be placed on all energized electrical gear.

Electrical subcontractors shall provide a comprehensive plan for energizing equipment and circuits.

#### **D. Crush / caught-between hazards**

##### **Excavations**

Provide protective systems for excavations four feet or more in depth on HSW projects. Provide end plates on trench boxes, unless an "acceptable" alternate plan is authorized by HSW.. Subcontractors working in excavations on a HSW project shall have a trench safety plan and an approved Contractor "DIG Permit" before starting work.

Digging with heavy equipment within 24 inches of an underground utility is prohibited on a HSW project. Vacuum extraction, or other non-destructive method, is highly recommended.

##### **Structural Steel and Precast Erection**

Prior to the start of erection, ensure a stamped, third-party, professional engineer (PE) peer review of the structural steel and/or precast erection plan is submitted and reviewed by HSW.

## II. A PROJECT ORGANIZED TO BE SAFE

Safe project organization begins when a worker enters the job and receives a proper, mandatory orientation to HSW's safety program and to the site's unique hazards.

### **Orientations and Training**

Site-Specific HSW Safety and Health Orientations shall be conducted for all subcontractor employees before starting work. A hard hat sticker or other means of visual verification upon completion will be provided. All workers new to the construction industry (less than one year) attending the HSW orientation will receive a New Worker hard hat sticker which shall be prominently displayed.

Before entering a jobsite, all visitors must obtain permission from an authorized HSW jobsite representative, sign the HSW Project Visitors Log, receive a Safety Briefing, and wear appropriate Personal Protective Equipment.

Subcontractors must conduct "Tool Box Talk" safety meetings at least once a week and all on-site subcontractor employees must attend.

### **Incidents**

All incidents, including but not limited to, injuries, utility strikes, property damage or near misses shall be reported to HSW at the time that they occur. A complete report for any incident, accident and/or property damage events shall be submitted to HSW within twenty-four hours of the occurrence.

### **Housekeeping**

Subcontractors must pick up their trash and debris every day. Keep materials, tools, and storage areas neat and orderly. HSW reserves the right to back-charge any subcontractor that does not keep the project clean for expenses incurred to clean the work area.

### **HazCom Programs**

Subcontractors shall submit copies of their M/SDS to HSW and be stored in a designated location. M/SDS shall be added to the inventory as chemicals are brought on site.

### III. WORKFORCE FIT FOR DUTY

A worker fit for duty is properly trained, physically well, alert, and equipped appropriately.

#### **Training**

Subcontractor Supervisors must, at a minimum, have an OSHA 10-Hour Course completion card.

Ensure subcontractor's jobsite employees attend a Weekly "Tool Box Talk". Maintain subcontractor and HSW tool box talk meeting information and attendance sheets in subcontractor's project safety files.

Subcontractor's jobsite employees shall be provided task-specific safety training and/or certifications as required by regulatory requirements for task assignments that may expose employees to unfamiliar chemicals, tools & equipment or procedures.

Qualified Person (Employer) Certification is required for tools, equipment and activities such as Forklifts, Aerial Lifts, Powder Actuated Tools, Flagging, Rigging & Signaling, etc.

#### **Drugs and Alcohol**

Possession or use of drugs (regardless of state-specific laws) and alcohol are prohibited on all HSW projects; all subcontractors must have a plan that is substantially similar to that of HSW. HSW reserves the right to test any worker at any time unless prohibited by current union Labor Agreement. The *HSW Drug and Alcohol Policy* is available upon request from the HSW Project Manager or HSW SH&E Director.

#### **Distracted Worker**

Using mobile devices such as cell phones within the limits of the project is prohibited while walking or operating a motor vehicle or equipment, except when used to guide operations. Music and/or entertainment devices are prohibited.

#### **Working Alone**

Work is not permitted by an individual without line-of-sight or within earshot of another unless another plan for maintaining contact/rendering assistance is approved by HSW.

#### **Personal Protective Equipment**

Workers must wear safety glasses, hardhats, shirts with sleeves (4" minimum), gloves, long pants, work boots and hi-visibility vests/shirts/jackets. Welding hoods shall be worn with hard hats. Chain saw or demo saw use requires chaps, hearing protection, face shields, and gloves. Foot covers shall be worn with tamper-style soil compactors and jack hammers. HSW has a strict 100% glove use policy; all persons on our sites must wear gloves regardless of the task or reason for visit. Workers who need task-specific gloves must wear them, appropriate to the task and/or manufacturers' recommendations.

#### **Silica**

Subcontractors must meet all requirements of OSHA for silica exposure. Prior to performing any activity involving the possibility of silica exposure, Subcontractor must provide HSW with a written silica exposure control plan. Subcontractor may not use any means or methods to control silica exposure (such as fans) that will cause any exposure to other individuals on the Project or members of the Public. Subcontractor shall ensure the containment, clean up, and proper disposal of any and all slurry or silica residue as a result of Subcontractor's means or methods (including but not limited to the use of water) to control silica exposure. Any exceptions to these requirements must be approved in writing by HSW prior to any activity involving the possibility of silica exposure.

Contact any HSW SH&E Manager or SH&E Director for more information.

# Addendum to Subcontractor Safety Requirements (Washington)

This Addendum supplements “Subcontract Exhibit D - Subcontractor Safety Requirements.” In case of conflict, the more stringent requirement shall control. To the extent certain OSHA and Washington State Department of Labor & Industries (“L&I”) are referenced herein, they are considered minimum standards. Any quoted text is provided for information purposes only, and we defer to the current, official version of any legal requirements, as may be amended.

## General Requirements

Before starting any on-site work activities, Subcontractors shall complete and provide **each** of the following:

- Subcontractor’s Site-Specific Safety Plan
- Completed Competent Person Form (see Attachment 1)
- Completed Drug Free Program Verification Letter (see Attachment 2)
- Chemical Inventory List (see Attachment 3)
- Safety and Health Training Certification (see Attachment 4)
- Job Hazard/Safety Analysis for each definable feature of work

Subcontractors whose work may expose them to fall hazards greater than four (4) feet shall **also** provide:

- Site Specific Fall Protection Plan.

Depending on the work scope, before starting work, Subcontractors also may be required to provide:

- Confined Space Plan
- Demolition Plan
- Hazard Communication/GHS Program/Safety Data Sheets
- Hazardous Energy Control Plan/LOTO
- Lifting & Hoisting Plan (including Aerial Lifts)
- Pressurized Systems Testing Plan
- Scaffold Plan
- Silica Exposure Control Plan
- Steel/Pre-Cast Erection Plan
- Trenching & Excavation Plan

Subcontractor’s crew must at all times include at least one (1) English-speaking Safety Representative, capable of also communicating in the language(s) of any non-English speaking members of Subcontractor’s crew. Subcontractor’s English-speaking Safety Representative shall translate all site-specific safety information, safety meeting content, safety training and safety signage to crew members. This person shall be designated in writing to Contractor before Subcontractor starts work, and Subcontractor is not permitted to change that designated English-speaking Safety Representative without Contractor’s prior written approval.

Subcontractor’s Supervisor(s) and Safety Representative must attend a Pre-Construction Safety Meeting with Contractor’s site team to discuss Subcontractor Safety Requirements, to take place at least five (5) working days before Subcontractor starts work. Subcontractor is required to complete and submit to Contractor all safety submittals before this meeting.

Subcontractors who in turn contracts out parts of their work shall obligate any lower tier contractors comply with all project safety requirements, including but not limited to the requirements of this Addendum. Subcontractor

shall notify Contractor at least five (5) days before lower-tier contractor work starts, and provide any sub-tier agreements upon Contractor request. Subcontractors are responsible for all lower tier contractors.

Subcontractor shall provide at least one (1) First Aid trained crew member on site at all times.

Subcontractor's Supervisor(s) and Safety Representative must make **frequent inspections** of their work areas and activities. Any identified hazards under Subcontractor control must be corrected immediately. Any other identified hazards must be reported immediately to Contractor's site team.

## **Activity Specific Requirements**

### **1. Aerial Lifts**

- 1.1. No Subcontractor employee shall operate a boom or scissor lift onsite without verification of qualifications documented on the Safety and Health Training Certification form (see Attachment 4). Subcontractors shall notify Contractor's Superintendent of numbers and size of lifts to be used on site.

### **2. Competent Person(s)**

- 2.1. Subcontractors shall designate one (1) or more Competent Person(s) on the Competent Person Form (see Attachment 1) as required by the Competent Person Form and law.
- 2.2. When a designated Competent Person(s) is not on-site, no work in that activity shall occur.

### **3. Compressed Gas Cylinders**

- 3.1. Subcontractors who use compressed gas cylinders are responsible for ensuring their cylinders are properly secured, stored and separated, either by barrier or distance, according to all applicable legal requirements.

### **4. Confined Space**

- 4.1 No confined space work activity is allowed unless Subcontractor's designated Competent Person for confined space work is on-site.
- 4.2 At minimum, a Competent Person for confined space activity must have received training and completed and submitted to Contractor the Safety and Health Training Certification form (see Attachment 4) before confined space work takes place.
- 4.3 Subcontractor controlling the confined space entry shall be responsible for completing and initial approval of the Confined Space Entry Permit prior to entry of any confined space. Subcontractor's Competent Person/Entry Supervisor shall obtain and submit to Contractor's Superintendent proper permitting before confined space work begins.
- 4.4 No one shall enter a confined space without such authorization, training and notification to Contractor.
- 4.5 Posted signage and barricades shall be the responsibility of Subcontractor.

### **5 Cranes**

- 5.1 Completed Pick Plans for mobile crane operations must be submitted to Contractor no later than two (2) weeks prior to crane mobilization.
- 5.2 Mobile crane picks shall not commence without a Pick Plan approved by Contractor in writing.



- 5.3 If mobile crane(s) are assembled and/or reconfigured on site, a third-party inspection must be completed prior to use. In addition, an Erection/Disassembly Director must be assigned by the crane owner.
- 5.4 Mobile cranes must be set up with zone controls that prevent loads overflying restricted areas including, without limitation, occupied buildings, public streets, sidewalks, electrical lines and other areas identified by Contractor and/or inspectors.
- 5.5 Only qualified Riggers and Signal Persons shall be used. Proof of qualification shall be submitted to Contractor as part of Subcontractor's Pick Plan.
- 5.6 All Riggers/Signal Persons shall be uniquely identified with high-visibility gear observable from afar (e.g. from the operator cab in a tower crane) to differentiate them from other workers.
- 5.7 Subcontractors will assign a qualified Lift Director for all mobile crane operations under their control. The Lift Director also shall be identified in Subcontractor's Pick Plan submitted to Contractor.

## **6 Electrical**

- 6.1 Temporary power transformers and switches shall be protected with a minimum 5' clearance around the transformer or switch and proper signage installed. If work is performed above the transformer, adequate overhead protection must also be installed.
- 6.2 All Subcontractor extension cords must be elevated, covered or protected from equipment traffic and trip hazards. Elevated cords must be protected from contact abrasion by metallic objects such as bare wires, nails, screws, etc. All cords and tools must be protected from wet conditions and kept out of standing water.
- 6.3 All work on energized circuits or equipment requires prior notification to Contractor and must be approved by Contractor's Safety Director, unless higher level approvals, including Owner approval, are required (see Hazardous Energy Control section below). Only trained and qualified personnel may work on energized circuits or equipment.
- 6.4 All electrical power sources must be GFCI protected, including all portable generators, regardless of wattage.
- 6.5 Temporary lighting branch circuits shall not be used to power tools or any other equipment.
- 6.6 Electrical outlets and boxes located outdoors or potentially exposed to weather must be of a weather-proof design with a cover that protects water from entering the outlets while in use.
- 6.7 All energized connections including, but not limited to, temporary power/lighting, must be in an approved, covered enclosure (i.e. junction box and hard cover) with proper strain relief.
- 6.8 Proper outlet and switch-plate covers are required prior to energization.

## **7 Engineering**

- 7.1 All concrete deck formwork drawings must be approved by third-party engineers, and all formwork inspected by a qualified third-party inspector prior to any concrete pour.
- 7.2 Concrete floors must be evaluated by a state-licensed engineer for point loading before forklifts, scissor lifts or any other heavy equipment is operated on or materials are stored on such floors.
- 7.3 An Engineered Demolition Plan will be required for structural demolition projects with public, pedestrian or traffic exposure.

## **8 Environmental Compliance**

- 8.1** Contractor's prior written permission must be obtained before Subcontractor brings any fuel storage tanks on-site. All fuel tanks must be protected from collision by hard barriers or substantial earth berms. Fuel tanks must be placed in containment pans or plastic-lined dyke areas (double walled tanks do not satisfy this requirement). After each rain event, the containment pan or dyke area must be relieved of all standing water and any contaminated water disposed per all applicable City, State and Federal requirements.
- 8.2** Only metal, spring operated, self-closing fuel dispensing nozzles are allowed.
- 8.3** Spill kits must be kept on site.
- 8.4** Subcontractor is solely responsible for containment of and protection against gases, vapors, dust, silica or other contaminants created by equipment utilized by Subcontractor or those responsible for the performance of its work. Subcontractor shall provide necessary equipment to actively monitor contaminants and/or noise created by its operations.
- 8.5** Subcontractor shall ensure their work with silica products does not produce respirable dust and does not in any way affect Contractor, other subcontractors, or any third parties.

## **9 Equipment**

- 9.1** All equipment must be inspected prior to use and the inspection checklist kept on-site by Subcontractor and produced at Contractor's request.
- 9.2** All rough terrain forklifts shall be equipped with a proximity alarm in addition to a standard reverse gear alarm.
- 9.3** All forklift operators shall complete and pass Contractor's written forklift operator's exam.
- 9.4** A 10' exclusion zone or a solid, substantial barricade must be maintained between personnel and any moving equipment or vehicle.
- 9.5** All equipment must be operated, configured and equipped according to manufacturer's instructions. Modifications must be approved by the manufacturer or state-licensed engineer.

## **10 Excavations**

- 10.1** All excavation procedures require Contractor notification and approval at least one (1) week before start of excavation work. A scale drawing with approximate dimensions of the excavation (e.g., depth, length, width, etc.) together with depictions of proposed benching, lagging / piling, shoring, sloping or other protective systems must accompany all Dig Permit applications.
- 10.2** Subcontractor's Competent Person for excavation must be on-site during any excavating activity.
- 10.3** Fall protection systems (i.e. guardrails, PFAS, fall restraint) are required for vertical walled excavations 6 feet or more in depth.
- 10.4** No mechanized (non-manual) digging is allowed within three (3) feet of any locate markings and/or suspected buried utilities.
- 10.5** Subcontractor must pot hole by non-mechanical means at intervals along the entire length, and to the depth of known underground utilities it will intersect or run adjacent to, before it uses mechanical powered equipment. Where normal locating methods cannot be used or are unsuccessful, ground penetrating radar (GPR) must be used to identify any buried utilities.
- 10.6** In areas where utilities intersect the permit's dig zone, the utility must be exposed through the entire width of the excavation utilizing non-mechanical methods before start of excavation.
- 10.7** Exposed utilities must be supported as necessary.

- 10.8 Excavation perimeters must be protected by means of barricades and/or spotter(s), regardless of duration, depth, and/or amount of traffic associated with the excavation activity. Before the end of each shift, Subcontractor shall ensure all excavations are either backfilled or otherwise protected by means of hard barricades, road plates, etc. Special considerations must be taken when there is potential exposure to the public (i.e. signage, additional barricades/delineation, elimination of trip/fall hazards, etc.)
- 10.9 All soil is assumed to be Class "C" unless otherwise determined by a competent and qualified person and documented accordingly on the Dig Permit.
- 10.10 A mandatory pre-dig meeting must be held for any scope of work involving penetration of the ground, whether by hand or mechanical means. The meeting should be held no later than two (2) weeks prior to start of excavation work.
- 10.11 Newly installed utilities must be marked appropriately (i.e. warning tape, snow fencing, etc.) at finished grade/subgrade to prevent potential contact for the duration of construction activities.

## **11 Exclusion Zones**

- 11.1 All elevated material must be positively secured to prevent displacement.
- 11.2 Subcontractor and any of its sub-tiers shall access and egress the project only through Contractor designated access and egress points shown on the current site logistics plan.
- 11.3 Subcontractor is responsible for erecting barricades to keep non-essential personnel and any third-parties away from its work.
- 11.4 Subcontractor must inspect and maintain its barricades and warning signs. Subcontractor is responsible for removal of barricades and warning signs upon the completion of the activity.

## **12 Powder Actuated Tools**

- 12.1 Powder actuated tool operators must be trained and authorized in the proper care, use, maintenance, operation, and storage of the tool. Tool operator manuals must be available at the work location. Each person using Powder Actuated tools must possess written certification showing they have been trained on the specific tool being used.
- 12.2 Shot strips must be stored in the appropriate manufacturer provided packaging. Undischarged cartridges or misfired cartridges must be disposed in accordance with the manufacturer's recommended procedures and never disposed in the jobsite trash.
- 12.3 Tools must be unloaded before storing. Loaded tools must not be left unattended.
- 12.4 Warning signs must be conspicuously posted within 50' of any area that powder actuated tools are being used.

## **13 Fall Protection**

- 13.1 All workers who perform work four (4) feet or more above a lower surface shall use guardrails, a personal fall protection system, or use a site-specific fall protection plan where other fall protection system are not feasible. Structural members such as beams, parapets, trusses, etc., must be evaluated and approved by a competent person for suitability for fall protection anchorage prior to any connection.
- 13.2 Contractor encourages use of personnel lifts such as aerial boom lifts, lift-pods, scissor lifts, etc. for all work that can be accomplished without increased risk of damage to the building or surrounding work. Contractor reserves the right to require, at no additional cost, Subcontractor to use lifts to perform work Contractor reasonably believes cannot be performed safely without lifts.

- 13.3 Subcontractors are responsible for providing required labeled and secured covers for any holes or openings that they or their sub-tiers create. Covers shall support, without failure, at least twice the weight of employees, equipment, and materials that may be imposed on the cover at any one time. Covers must be constructed in a manner that does not create a trip hazard, secured against movement and properly labeled "Hole" or "Cover".
- 13.4 Subcontractors are responsible for barricading and maintaining the safety of their personnel and work area when control lines, covers, guardrails, warning lines, barricades, canopies or other safety equipment must be removed or disabled to perform a work activity. These activities must be approved by Contractor and provide for the safety of others during the duration of said activity. When the activity is complete, Subcontractor shall properly repair or replace any affected safety equipment that had been altered or removed during the activity back to a safe unaltered condition/configuration.

## **14 Fire Prevention**

- 14.1 A Hot Work (Burn) Permit is required for any excessive heat, open flame or spark generating activity including, but not limited to, brazing, cutting, grinding, soldering, torching, welding, temporary heating, etc. A user provided fire extinguisher and trained fire watch personnel must be near and in visual sight of the activity and able to respond promptly to an emergency.
- 14.2 Portable fuel containers must be constructed from metal, have spring-loaded self-venting caps and flash arrestor screens. Contents must be clearly identified by a legible label. A user- provided fire extinguisher is required nearby where five (5) or more gallons of flammable liquids are stored.
- 14.3 Portable diesel/gasoline/kerosene powered compressors, generators, welders or other similar equipment using flammable fuel must have a Subcontractor-provided fire extinguisher nearby.
- 14.4 Equipment with an internal combustion engine must have a suitable fire extinguisher either on or within the equipment or near the equipment.
- 14.5 A 20-lb. user-provided ABC fire extinguisher must be available between 25'-75' of any fuel tank.

## **15 Hazardous Energy Control (Lock-out/Tag-out)**

- 15.1 If Subcontractor's work involves potential release of stored hazardous energy, Subcontractor must have a written Hazardous Energy Control (Lock-out/Tag-out) Program which includes instructions for identifying, controlling, and/or locking and tagging of energy control points.
- 15.2 If Subcontractor's work activities involve the pressurization of piping systems, Subcontractor must submit a detailed work plan to Contractor before any such work begins. Subcontractor must also complete and submit a Pneumatic Test Permit to Contractor before pressurization of any standard metal piping systems and/or the use of pneumatic plugs.
- 15.3 Pneumatic pressure testing on cast iron, fiberglass, plastic, PVC and CPVC piping is prohibited.
- 15.4 Work on energized equipment/pressurized systems (e.g., Electrical, Fluid, Air, Mechanical, etc.) is prohibited unless a plan is submitted to and authorized by Contractor's Safety Director. Energized work may also require Owner approval. Only authorized and specifically trained individuals may perform work on energized systems.
- 15.5 Subcontractor is responsible for providing its own PPE, locks, tags, signage, barricades, materials and any required additional equipment needed to safely perform these activities.
- 15.6 Lock-out/Tag-out processes that affect or involve other trades must be submitted to and approved by Contractor and coordinated with other subcontractor activities before starting such work.

## **16 Ladders**

- 16.1** This project has a “Ladders Last” policy. Before any ladders are used when lifts or scaffolds are possible, Subcontractor’s plan is subject to Contractor’s review and approval.
- 16.2** When ladders are approved, platform ladders in lieu of typical “A” frame step ladders are preferred.
- 16.3** All manufactured ladders must be of fiberglass construction. No metal ladders are allowed.
- 16.4** Ladders may not be used to create an access/egress to buildings or elevated levels, unless approved by Contractor’s Safety Director. Where ladders are allowed for access, a line or rope must be provided to lower and raise equipment, materials, tools, etc.
- 16.5** Extension ladders used for temporary access/egress must be secured to prevent displacement and be equipped with a “walk-through” extension at the top landing which allows for workers to step through the side-rail extensions.
- 16.6** Where ladders are used for access/egress, ladder offset barricades are required so that no worker may inadvertently walk through an unprotected ladder way.
- 16.7** Personal fall arrest systems using self-retracting lanyards must be used when working at heights of 6’ or more from ladders. If tie-off is not feasible, optional protective measures may be used, subject to Contractor’s written approval. Working from ladders less than 6’ above the walking/working surface does not require tie-off unless the worker is aloft near a building perimeter, vertical shaft, wall or window opening, etc. through which the worker could fall.

## **17 Overhead and Perimeter Protection (Controlled Access Zones)**

- 17.1** Netting or other perimeter protection shall not be removed without Contractor’s written approval.
- 17.2** Controlled Access Zones shall be established and maintained by all Subcontractors engaged in elevated work activities to control and limit access to the areas under the elevated work zones. Subcontractors shall complete Contractor’s Controlled Access Zones Permit application and the construction, location and size of Control Zones are subject to Contractor’s review and approval.
- 17.3** If workers are engaged in elevated work activities with insufficient or no Controlled Access Zones and there is a risk of tools falling, Subcontractor must use tethers on their tools and/or loose equipment or materials. These activities include work at elevated perimeter and leading edges with no Controlled Access Zones, in aerial lifts, and any other activities that may present a falling object hazard not controlled by other means.
- 17.4** Ribbon/Caution/Danger tape type barricades may only be used for control zones of a short duration (less than 4 hours) activities. Multi-shift or multiple day duration activities must use a durable, substantial (such as rope, wire, wood, etc.) barricade material.

## **18 Personal Protective Equipment (PPE)**

- 18.1** Subcontractor is responsible for providing and ensuring that its employees and any sub-tiers have and use proper PPE.
- 18.2** All PPE must meet the appropriate ANSI, ASTM or other similar agency approved guidelines.
- 18.3** Face shields are required for activities such as chipping, grinding, overhead drilling, powder actuated tools, saw cutting masonry and other high potential flying object generating activities.
- 18.4** All workers that are required to use a respirator must be properly trained, fit tested and medically approved to do so.
- 18.5** Level 3 cut resistant gloves are required on all Contractor projects.

## **19 Rescue Plans**

- 19.1 Subcontractor is responsible for developing an emergency rescue plan and providing all required rescue equipment to achieve a timely worker rescue in the event of an emergency. Activities such as those in confined spaces, excavations, at height, in lifts, etc., can pose unique problems that may require special efforts and/or equipment to execute a rescue effort. Coordination and discussion with local emergency response personnel should be considered prior to starting the activities.

## **20 Rigging**

- 20.1 All rigging must be inspected before each shift and a documented inspection by a qualified person must be performed on a quarterly basis. Quarterly inspections shall be readily available upon request. Periodic inspection throughout the shift is required during frequent or heavy use.
- 20.2 All rigging must have manufacturer provided tags and stored in a safe manner as not to become a tripping hazard.
- 20.3 Damaged rigging must be tagged “*out of service*” or equivalent and removed from the project site.

## **21 Roadwork / Sitework**

- 21.1 If working near overhead electrical lines, Subcontractor shall install “*DANGER OVERHEAD POWERLINES*” signs at all designated equipment crossings. For all other utilities, the Subcontractor shall install “*DANGER OVERHEAD UTILITY*” signs to warn of overhead hazards.
- 21.2 Work in public right of ways (e.g. roadways and sidewalks) will not be permitted without hard physical barricades (e.g. Jersey Barriers) separating the worker from traffic and pedestrians.
- 21.2.1 If hard barricades are not feasible due to the transition/temporary nature of the work activity, equivalent alternative measures may be employed such as using a piece of equipment or vehicle to protect workers and the public.
- 21.3 Subcontractor shall provide a full-time spotter(s) whenever any equipment crosses over and/or through a public area (e.g. sidewalk, parking lot, etc.).
- 21.4 If a gate/fence is needed to be opened by Subcontractor, Subcontractor must obtain Contractor’s prior written approval and must provide an individual to “guard” the gate/fence while open.
- 21.5 Only qualified Flaggers will be allowed in public roadways for traffic control.

## **22 Scaffolds**

- 22.1 Contractor reserves the right to reject any scaffolding on our projects for non-compliance issues and/or safety concerns.
- 22.2 Standard scaffold access points must be equipped with manufactured scaffold access gates. Personnel may not access scaffolds by climbing through guardrails or cross-braces. Baker-type scaffolds must be accessed according to the manufacturer operator manual.
- 22.3 Unless designed as walk-through access areas, the areas below occupied scaffolds must be barricaded with a Controlled Access Zone.
- 22.4 Suspended scaffold systems (e.g. swing stages) must be designed and approved by a state-licensed professional engineer.
- 22.5 Suspended scaffolds systems must be inspected and tagged prior to each shift at both the access point of the stage, as well as the counter-weight/tie-back/tag-linepoint.
- 22.6 All scaffolding, scaffold materials and components must be in good condition at all times. All

scaffold materials and components must be manufactured specifically for use together in an assembled scaffolding system. Scaffolds must use a Green/Red tag system to identify condition and usability status, which must be updated daily (at minimum) by a Competent Person. Scaffolds not ready for use must be tagged and barricaded to discourage or prevent unauthorized use.

- 22.7 Material platforms must not be stocked with more materials than can be used in a shift. Regardless of platform height, measures must be taken to ensure that loose objects cannot dislodge and fall off the platform onto workers below, including other masonry workers.
- 22.8 Where objects are stacked higher than the toe boards, mesh/netting, balusters or other method of protection must be used and extend up to the top rail of the guardrail system. Loose objects shall not be stacked higher than the top rails. Refer to manufacturer's/engineer's instructions before adding mesh/netting to scaffolding rails.

### **23 Stilt Use**

- 23.1 Stilts are not allowed on any project, unless specifically approved in writing by Contractor's Superintendent. If approved, Subcontractor shall submit a site specific written stilt use plan that includes (at minimum) provisions for housekeeping, training, inspections and control zones. Subcontractors must also agree to the provisions of Contractor's Stilt Use Plan. Stilt use is CONDITIONAL and not a contract right and permission may be revoked by Contractor for any time and for any reason at no additional cost to Contractor.

### **24 Weekly Safety Inspections**

- 24.1 Unless Contractor excuses attendance in writing, Subcontractor shall identify one (1) representative each week that the Subcontractor is on-site, to participate in a Weekly Project Safety Inspection which shall be scheduled and led by Contractor's site team.

**Any deviation from this plan requires prior written approval by Contractor's Safety Director.**

## Competent Person Form (Attachment 1)

(a separate form is to be filled out for each Competent Person)

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

Subcontractor's Name: \_\_\_\_\_

Subcontractor's Address: \_\_\_\_\_

Subcontractor's Home Office Phone: \_\_\_\_\_

**Competent Person Name & Mobile Number:** \_\_\_\_\_

Off Hour Emergency Contact & Phone Number (if different than above): \_\_\_\_\_

**OSHA 1926.32 (Definition of a "Competent Person"):** A "competent person" is defined as one who is capable of identifying existing and predictable hazards in the surroundings or work conditions which are unsanitary, hazardous, or dangerous to employees, and who has the authority to take prompt corrective measures to eliminate them.

The information below must be completed and submitted to Contractor prior to any work being performed on the site.

Check the box that applies:

- |  |  |
|--|--|
| <input type="checkbox"/> OSHA 30-HOUR TRAINING (REFRESHED EVERY FOUR (4) YEARS). | <input type="checkbox"/> FALL PROTECTION                   |
| <input type="checkbox"/> FIRST AID / CPR   | <input type="checkbox"/> NFPA 70E (ELECTRICAL, LOTO, ETC.) |
| <input type="checkbox"/> SCAFFOLDING   | <input type="checkbox"/> EXCAVATION / TRENCHING            |
| <input type="checkbox"/> EXCAVATION / TRENCHING                                  | <input type="checkbox"/> FLAGGER (D.O.T.)                  |
| <input type="checkbox"/> AERIAL LIFTS (BOOM/SCISSOR)                             | <input type="checkbox"/> FORKLIFTS                         |
| <input type="checkbox"/> STEEL ERECTION  | <input type="checkbox"/> LADDERS                           |
| <input type="checkbox"/> CONCRETE & MASONRY                                      | <input type="checkbox"/> PERSONAL PROTECTIVE EQUIPMENT     |
| <input type="checkbox"/> CONFINED SPACE  | <input type="checkbox"/> OTHER (List):                     |
| <input type="checkbox"/> SILICA  |  |

The "site safety competent person" named above are responsible for job-site safety, regular inspections, corrections of unsafe conditions, or work procedures, employee orientation, weekly safety meetings, Pre-Task-Plans, and site-specific safety training. **MUST BE ON SITE ANYTIME WORKERS ARE PRESENT (INCLDUING TIER SUBS).**

Printed Name of Company Officer:	Signature of Company Officer:	Date:
Safety Director / Manager (email & phone number):		



## **Drug Free Program Verification Letter (Attachment 2)**

*Company Name*

*Address*

This will certify that all \_\_\_\_\_(Company Name) employees, or other persons working directly or indirectly on its behalf, at \_\_\_\_\_(Project Name) have completed a drug screen in accordance with Contractor's testing requirements and that results the of the drug screens for each person assigned to this project was negative. The laboratory used to conduct the testing is an approved laboratory and the name of the drug testing laboratory is\_\_\_\_\_.

Additionally, this will certify that each person assigned to work on this project has been verified as eligible to legally work in the state.

We further certify that our program meets or exceeds the requirements of Contractor's Drug and Alcohol Program.

Sincerely,

*\*(signature of company official)*

Title

Date

### Chemical Inventory List (Attachment 3)

Company Name: \_\_\_\_\_

Project Name: \_\_\_\_\_ Date: \_\_\_\_\_ Page No. \_\_\_\_\_ of \_\_\_\_\_

SDS ON FILE? Y / N	CHEMICAL NAME & COMMON NAME	MANUFACTURE'S NAME, ADDRESS, CITY, STATE, ZIP	MANUFACTURE'S EMERGENCY PHONE NUMBER	LOCATION ON-SITE

## Safety and Health Training Certification (Attachment 4)

This document will certify that all employees of \_\_\_\_\_ (Company Name) or other persons working directly or indirectly on its behalf, that will be working on the \_\_\_\_\_ (Project Name), has been properly trained and educated in the following areas of Construction Safety per Washington State Department of Labor & Industries requirements. Valid certification cards must be either from current employer or third-party training facility.

Check all that are applicable.

**OSHA 10/30 HR Construction**

**Fall Protection**

**Scaffolding** (erecting, dismantling, user, etc....)

**Rigging / Signaling** – As Assigned (submit valid cards)

**Fire Extinguishers**

**Safe Ladder Use**

**General Construction Safety**

**Hazard Communications** - GHS / Safety Data Sheets

**Electrical / Lock Out- Tag Out / NFPA 70E** – As Assigned

**Forklifts** – As Assigned (submit valid cards and successfully passing BBC written test (Rough Terrain only) prior to operating)

**Hand & Power Tools**

**Heavy Equipment Operators** – As Assigned (excavators, skid steers, dozers, backhoes, etc.)

**Personal Protective Equipment (PPE)**

**Powder Actuated Tools** – As Assigned (submit valid cards)

**Respiratory Protection** – As Assigned

**D.O.T. Flagger**– As Assigned (submit valid cards)

**Trenching & Excavations Safety** – As Assigned

**Steel Erection** – As Assigned

**Aerial Lifts** (Boom & Scissor) – As Assigned (submit valid cards)

**Confined Space**

**Silica**

**Other** \_\_\_\_\_

Training documentation must be made available **within 8 hours** of request of Contractor.

<b>Printed Name of Company Officer:</b>	<b>Signature of Company Officer:</b>	<b>Date:</b>
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Rev 10-20-18

Howard S. Wright/Balfour Beatty  
**Basic Infection Prevention Measures**

**Addendum #1a, dated 07-07-2020 (this Addendum replaces Addendum #1)**

**Re: Definition of Close Contact and Return to Work Requirements for Covid-19 Positive People**

<https://www.cdc.gov/coronavirus/2019-ncov/php/contact-tracing/contact-tracing-plan/contact-tracing.html>

For COVID-19, a [close contact](#) is defined as any individual who was **within 6 feet of an infected person for at least 15 minutes starting from 2 days before illness onset** (or, for asymptomatic patients, 2 days prior to positive specimen collection) until the time the patient is isolated.

Step 2a: Testing and Quarantine/Isolation Instructions

- Close contacts **with symptoms** should immediately self-isolate and be referred for testing and medical care. Contacts with no primary healthcare provider will need linkage to telemedicine or phone consultation.
- Close contacts **with no symptoms** will be asked to self-quarantine for 14 days from their last potential exposure. The last potential exposure would initially be determined by the case investigator.
- If resources permit, jurisdictions should arrange for the testing of all close contacts, as appropriate.
  - If positive, the contact will be referred to a case investigator.
  - If negative, asymptomatic close contacts should continue to self-quarantine for a full 14 days after last exposure and follow all recommendations of public health authorities.
  - If negative, symptomatic close contacts should continue to self-quarantine and follow all recommendations of public health authorities. A second test and additional medical consultation may be needed if symptoms do not improve.
  - If testing is not available, symptomatic close contacts should be advised to self-isolate and be managed as a probable case. *Self-isolation is recommended for people with probable or confirmed COVID-19 who have mild illness and are able to recover at home.*



Howard S. Wright/Balfour Beatty  
**Basic Infection Prevention Measures**

**Addendum #1a, dated 07-07-2020 (this Addendum replaces Addendum #1)**

**Re: Definition of Close Contact and Return to Work Requirements for Covid-19 Positive People**

People with COVID-19 or its symptoms can return to work when they have met one of the following sets of criteria:

Option 1:

- The employee has had no fever for at least 72 hours (that is, 3 full days of no fever **without** the use of medicine that reduces fevers)  
**AND**
- respiratory symptoms have improved (for example, cough or shortness of breath have improved)  
**AND**
- at least 10 days have passed since their symptoms first appeared  
**AND**
- They received one negative test

Option 2:

- they no longer have a fever (**without** the use of medicine that reduces fevers)  
**AND**
- Other symptoms have improved (for example, when their cough or shortness of breath have improved)  
**AND**
- They received two negative tests in a row, 24 hours apart



APPENDIX J  
TO  
SUBCONTRACT AGREEMENT

STORED MATERIAL

[Attached]

1. Notwithstanding any provisions to the contrary in either the Subcontract or General Contract, the Contractor must receive Owner's (1) prior written approval of the arrangement to pay for materials stored offsite, (2) agreement to pay the amount of stored material invoices, and (3) payment of stored material invoices before payment is made to the Subcontractor. For Subcontractor's convenience, attached as Appendix J-1 is a copy of Contractor's Offsite Stored Materials Checklist which, subject to the terms and conditions contained within this Appendix J, contains Contractor's requirements for payment for materials stored offsite.
2. Subcontractor shall provide and maintain property and liability insurance coverage acceptable to Contractor naming Balfour Beatty Construction, LLC dba Howard S. Wright, and the Owner as Additional Insureds and Loss Payees. Liability limits shall be at least \$2,000,000 and shall include endorsement naming Balfour Beatty Construction, LLC dba Howard S. Wright and Owner as Additional Insured and waiving all rights of subrogation against them. Property insurance shall name Balfour Beatty Construction, LLC dba Howard S. Wright and Owner as Additional Insured and Loss Payees and include a Loss Payable endorsement showing both parties as Loss Payees. Property insurance shall be in an amount equal to or greater than the value of the stored materials and must include coverage for materials in transit. The A.M. Best Rating of such insurance carriers shall be at least an A- : VII. In the event that the materials and/or equipment are stored at a facility owned by a third-party, Subcontractor shall provide Contractor with a certificate(s) of property insurance maintained by such third-party owner that complies, in all respects, with the insurance requirements of this paragraph 2.
3. Subcontractor shall permit a representative of Contractor to inventory the materials and/or equipment stored offsite. Alternatively, if physical inventory by Contractor is not feasible, Subcontractor may provide Contractor with a written inventory of the stored materials, supported by clearly-tagged photographs (including the name of the project), which shall be submitted to Contractor for Contractor's approval. No such inspection or inventory by Contractor will be construed as relieving the Subcontractor of its responsibility and liability for defects or furnishing and installing materials in accordance with Subcontractor requirements.
4. Subcontractor must provide separate invoices showing quantity, unit prices, and total due for stored materials only. Subcontractor must provide proof of delivery and payment. Subcontractor agrees that stored material may be paid for by joint check to Subcontractor and supplier. Upon installation, Subcontractor will bill for the value of the work in place, less previous payments made for stored materials. Invoices for stored materials will contain no overhead or markup of any kind and shall be submitted to the Contractor no later than the 20th day of the month for payment in accordance with the Subcontract.
5. In the event that Subcontractor has furnished a Payment and/or Performance Bond, the surety issuing any such bond will specifically provide a written consent to payment to Subcontractor for materials stored offsite, including an appropriate power of attorney demonstrating that the individual(s) executing the consent on the surety's behalf is/are so authorized.
6. Subcontractor shall furnish (or amend any existing) Schedule of Values which, subject to Contractor's approval, depicts labor and material values for individual work categories or items. Material values shall be shown in such a manner so as to segregate materials stored (or to be stored) and paid for offsite from those which are not.
7. Subcontractor will isolate all stored materials for the project from all other inventory at the storage location, identify the collateral, and be responsible for proper and safe storage of the collateral to include protection from fire, theft, vandalism, weather and other hazards.
8. Subcontractor shall pay all costs associated with the storage of the stored materials, including warehousing costs, additional transportation required by such storage, security measures, etc., and all costs relevant to arrangements facilitating payment for materials stored offsite.
9. Subcontractor will execute a Balfour Beatty Construction Bill of Sale for all material stored at Subcontractor's premises and paid for by Contractor. An example of the Bill of Sale is attached hereto as Appendix J-2

## OFFSITE STORED MATERIALS CHECKLIST

Project Name & Number:
Subcontractor Name:
Pay Request Number:

1. Balfour Beatty Construction Bill of Sale	
2. Certificate of Property Insurance evidencing coverage of materials (must include materials in transit)	
3. Certificate of Property Insurance from 3rd party property owner (if materials stored at a 3rd party's facility)	
4. Invoices from subcontractor's supplier (must total exact amount of materials place in storage this month)	
5. Inventory signed by an authorized Balfour Beatty Construction employee - OR - clearly tagged photos of materials (must include name of project) if physical inventory is not feasible)	
6. Consent of Surety (including Power of Attorney) to pay offsite stored materials (if sub is bonded)	
7. Warehouse Receipt, if required	
8. Other documents as may be required	



## Material Bill of Sale

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Date \_\_\_\_\_

Subcontractor \_\_\_\_\_

Representative's Name \_\_\_\_\_ Title \_\_\_\_\_

### 1. Material Information

Description \_\_\_\_\_

Stored Address \_\_\_\_\_

Sum Total Value \_\_\_\_\_

Certification of Insurance Issued by \_\_\_\_\_

### 2. Agreement

We hereby transfer, convey, and assign title for the property described above and located at the address indicated above to

Balfour Beatty Construction for the sum of \$ \_\_\_\_\_. We further certify that we have full title to this material, and we shall defend same against any and all claims.

\_\_\_\_\_  
Signature

### 3. Notary Information

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_  
Company Representative Title

\_\_\_\_\_  
Subcontractor or Supplier

Notary \_\_\_\_\_

State \_\_\_\_\_

County \_\_\_\_\_

**FIELD RESTORATION AGREEMENT**  
**COVID-19 ASSESSMENT AND RECOVERY**  
**CENTER**

This FIELD RESTORATION AGREEMENT (“Restoration Agreement”) is entered into this 20 day of October, 2020 (the “Effective Date”) by and between King County, a Washington municipal corporation (“King County” or “County”), Shoreline School District No. 412, a quasi-municipal corporation (“District”), and the City of Shoreline, a Washington municipal corporation (“City”). King County, the District, and the City may be referred to individually as “Party” or collectively as “Parties.”

**RECITALS**

WHEREAS, on April 10, 2020, the Parties entered into a Special Use Agreement for use of the Shoreline Park Field B (“Field”) for the purpose of allowing King County to site an emergency assessment and recovery center (“ARC”) to address community wide needs of the COVID-19 pandemic; and

WHEREAS, the Special Use Agreement, at Section 2(H), required King County to return the Field in a same or better condition than at the time it took occupancy and to make all required repairs, including full replacement of the Field, as determined by a Certified Field Turf Contractor, in a timely manner at the conclusion of use; and

WHEREAS, King County removed the ARC on/about August 1, 2020, the Special Use Agreement expired on June 30th, 2020; however, the requirement of Section 2(H) survived such expiration; and

WHEREAS, an inspection of the Field was subsequently conducted by D.A. Hogan and it was determined that in order to comply with Section 2(H) of the Special Use Agreement a complete turf replacement, along with repairs to the elastic layer (E-layer), are required; and

WHEREAS, the purpose of this Restoration Agreement is to reiterate the requirements of the Special Use Agreement in relationship to restoration of the Field and to set forth additional terms and conditions as to the restoration;

**NOW, THEREFORE**, in consideration of the foregoing and mutual covenants contained in this Agreement, the Parties agree as follows:

**1. INCORPORATION OF RECITALS**

The foregoing Recitals are incorporated in and made a part of this Restoration Agreement.

## **2. INCORPORATION OF SPECIAL USE AGREEMENT PROVISIONS**

The following provisions of the Special Use Agreement between the Parties, dated April 10, 2020, are incorporated in and made a part of this Restoration Agreement:

**Section 2(H) Post-Use Repair and Sterilization, Section 1.  
Section 4 Indemnification  
Section 5 Insurance  
Section 6 Records  
Section 7 Compliance with Applicable Laws  
Section 9 Execution of Agreement – Counterparts  
Section 10 Entirety  
Section 11 Amendment or Modification  
Section 12 Severability  
Section 13 Jurisdiction and Venue  
Section 14 Federal Laws and Federal Obligations  
Section 15 Use of DHS Identifies**

## **3. SCOPE OF WORK AND SCHEDULE**

The restoration of the Field shall be performed as set forth in Exhibit A.

## **4. FEES**

- A. King County shall pay the City the following for the purposes set forth in this Agreement:
1. \$450.00 per day, starting August 21, 2020, for each day of use of the Field. EXCEPT if work progress on restoration of the Field cannot occur due to inclement weather, the King County shall not liable for rent on the impacted day(s).
  2. For the purpose of this section, inclement weather means a day when King County's contractor cannot accomplish work to specifications due to weather and requests a weather delay extension of the time for completion from King County.
  3. As soon as reasonably practicable after substantial completion of the restoration of the Field, the City shall provide King County with an invoice for the total amount due. King County shall remit that total amount due within thirty (30) calendar days of the date of the City's invoices. For the purpose of this section, substantial completion means all elements of Field restoration are in place and functioning as designed so that the Field may be put into immediate use.

## 5. TERM AND TERMINATION

- A. The term of this Agreement commences on July 1, 2020 and shall continue until 11:59 pm local time on February 1, 2021, unless terminated by the Parties.
- B. This Agreement may be extended by mutual, written agreement of the Parties which shall be appended to this Agreement.
- C. This Agreement may be terminated by any Party if any other Party fails to comply with any material provisions of the Agreement, in whole or in part, for default as follows:
  - 1. A “notice to cure” shall be served on the Defaulting Party by certified or registered first class mail. The Defaulting Party shall have ten (10) calendar days from the date of receipt to cure the default or provide the Non-defaulting Party with a plan for review and acceptance, which indicates the time and methods needed for compliance and to cure the default.
  - 2. If the Defaulting Party has not cured the default or the plan to cure the default is not acceptable to the Non-defaulting Party, the Non-defaulting Party may terminate their individual obligations under the Agreement by serving a "notice of termination" setting forth the manner in which the Defaulting Party is in default and the effective date of termination.
  - 3. The termination of this Agreement shall in no way relieve the Defaulting Party from any of their obligations under this Agreement nor limit the rights and remedies of the Non-defaulting Party hereunder in any manner.

## 6. CONTACT AND COORDINATION

For the purposes of coordinating and administering this Agreement, the following individuals shall be the representatives for their respective agencies:

City: Dan Johnson, Parks Fleet and Facilities Manager, Desk: 206-801-2321; [djohnson@shorelinewa.gov](mailto:djohnson@shorelinewa.gov)

School District: Marla Miller, Deputy Superintendent, Desk: 206-393-4514; [marla.miller@shorelineschools.org](mailto:marla.miller@shorelineschools.org)

King County: Aaron Bert, Deputy Director, FMD, Desk 206.263.8005; [aaron.bert@kingcounty.gov](mailto:aaron.bert@kingcounty.gov)

*Signatures on following Page*

**IN WITNESS WHEREOF**, each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute this Agreement of behalf of the Party for which he or she is signing on the date indicated next to their signatures.

**KING COUNTY**

AARON L. BERT FOR

\_\_\_\_\_  
Anthony Wright, Division Director  
King County Facilities and Management  
Division

20201020

\_\_\_\_\_  
Date

**CITY OF SHORELINE**

\_\_\_\_\_  
Debbie Tarry, City Manager  
City of Shoreline

\_\_\_\_\_  
Date

**SHORELINE SCHOOL DISTRICT**

\_\_\_\_\_  
Rebecca Miner, Superintendent  
Shoreline School District

\_\_\_\_\_  
Date

Attachments:

Exhibit A Scope of Work and Schedule