

Port of Seattle Concourse Low Voltage Upgrades Seattle-Tacoma International Airport

EC Project Number: 8198
Port of Seattle Project Number: MC0321001 | Work Project #: U00504

BIDDER MANUAL

BP 01 – DIVISION 27 METERING COMMUNICATIONS

FEBRUARY 13, 2025



Electrical Contractor / Construction Manager (EC/CM):

EC ELECTRIC
981 Powell Ave SW Ste 200
Renton, WA 98057
Phone (206) 242-3010

BID PACKAGE #01 MANUAL - DIVISION 27 METERING COMMUNICATIONS
Concourse Low Voltage Upgrades – Seattle-Tacoma International Airport
Port of Seattle Project No. MC-0321001
EC Project No.: 81983

TABLE OF CONTENTS

01 . BID INSTRUCTIONS | BID FORM | CONTRACT FORMS

00 21 10	Invitation to Bid
00 21 11	Instructions to Bidders
00 21 12	Bid Form
00 21 13	Summary of Work
00 50 05	Construction Schedule Requirements
00 50 20	Form of Contract, Insurance, and Bond Requirements
	i. EC Electric Subcontract Agreement (Sample)
	ii. Subcontractor Insurance Requirements

02 – GENERAL REQUIREMENTS

00 55 00	GC/CM Process
00 70 01	General Conditions GCCM Construction Contract
00 80 01	Supplementary Conditions GC/CM Construction Contract
00 83 00	Civil Rights, Title VI, and Non-Discrimination
00 89 01	Women and Minority Business Enterprises Inclusion Plan and Form

Port of Seattle Division 01 – General Requirements Specifications, dated 03/18/2021

03 - DIVISION 02 - 33 TECHNICAL SPECIFICATIONS

Issue for Construction (IFC) Technical Specification set dated November 07, 2024.

04 – PROJECT DRAWINGS

Issue for Construction (IFC) Plan set dated November 07, 2024.

05 – APPENDICES AND ATTACHMENTS

Appendix A – CPM Schedule Rev Date: Feb-06-25
Appendix B – Communications Utility Connection Forms (For Reference Only)

BID PACKAGE 01 – DIVISION 27 METERING COMMUNICATIONS

BASE BID ESTIMATE RANGE: \$200,000 - \$300,000

PROJECT: **SEATTLE-TACOMA INTERNATIONAL AIRPORT
CONCOURSE LOW VOLTAGE UPGRADES
SEATAC, WA 98158**

OWNER: PORT OF SEATTLE - Project No. MC-0321001 / WP# U00504

ELECTRICAL CONTRACTOR/
CONSTRUCTION MANAGER EC ELECTRIC
(206) 771-3049
Jeremy Porter (jeremy.porter@ecpowerslife.com)

BID DOCUMENTS: Bid Documents, including the full Invitation to Bid, Plans,
Specifications and Addenda will be available beginning February
28, 2025, online at:

<https://ecpowerslife.com/bids/>

PRE-BID MEETINGS: **Job Site Walk** – Tuesday, March 11, 2025 | 10:30am
~~Meet at south~~ end of main terminal, south of baggage carousel 1.
Visitors must have a) high visibility vest, b) hard soled shoes, c)
hard hat, d) safety glasses, and e) government issued ID.

BID DATE/TIME/LOCATION: Sealed bids must be received prior to **2pm on March 20, 2025**, at:

EC Electric
981 Powell Ave, Suite 200
Renton, WA 98057

Public bid opening immediately thereafter in the EC Electric
Chinook Conference Room.

Bid opening will also be available via Microsoft Teams at the
following link:

[https://events.teams.microsoft.com/event/5cb59ef5-f34f-4241-
b1ed-84b3b23c0b2c@f2a8ca62-e713-4e4c-9ed5-aebb4b3751da](https://events.teams.microsoft.com/event/5cb59ef5-f34f-4241-b1ed-84b3b23c0b2c@f2a8ca62-e713-4e4c-9ed5-aebb4b3751da)

BID GUARANTEE: Bid Bond required in the amount of 5% of base bid

PERFORMANCE BOND: Performance and Payment Bonds, issued by a surety rated A- or
better, will be required upon award of this bid package for 100% of the
subcontract amount.

BID QUESTIONS:

Any and All bidders questions must be in writing sent to:
Jeremy.porter@ecpowerslife.com No later than 5:00 pm March 13,
2025.

BIDS MUST BE SUBMITTED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE INSTRUCTIONS TO BIDDERS. ALL BIDS SHALL REMAIN VALID FOR A PERIOD OF NINETY (90) CALENDAR DAYS, UNLESS OTHERWISE NOTED IN THE BIDDING DOCUMENTS. EC ELECTRIC IS ACTING AS ELECTRICAL CONTRACTOR/CONSTRUCTION MANAGER (EC/CM) FOR MORTENSON (GC/CM). BIDDING TRADE CONTRACTORS MUST FOLLOW ALL RULES FOR PUBLIC BIDDING. BIDS MUST BE SUBMITTED AS DICTATED IN THE *INSTRUCTIONS TO BIDDERS*. FAXED AND E-MAILED BIDS, BIDS NOT ON THE PROPER BID FORM, AND BIDS WHICH DO NOT FULFILL THE REQUIREMENTS OF THE INSTRUCTIONS TO BIDDERS, MAY BE REJECTED.

EC Electric reserves the right to accept or reject any or all proposals and to waive informalities.

END OF SECTION

INSTRUCTIONS TO BIDDERS

1. CONTRACTOR'S REGISTRATION

- a. All Bidders must be registered by the Washington State Department of Labor and Industries in accordance with RCW 18.27.020.

2. BIDDING DOCUMENTS

- a. Bid Documents, including the full Invitation to Bid, Plans, Specifications and Addenda are available online at:

<https://ecpowerslife.com/bids/>

- b. Only complete sets of Bidding Documents shall be used in preparing bids. EC Electric assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

- c. Bidding Documents issued as stated above are for bidding purposes only. The Port of Seattle does not confer a license or grant for any other use.

3. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- a. Bidder acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost.

- b. The Project site is available for inspection for prospective Bidders at a pre-bid site meeting and walk-through, as indicated in the Invitation to Bid and existing conditions should be examined.

- c. Bidder acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site as well as from the drawings and specifications made a part of these Contract Documents.

- d. Bidder acknowledges that adjoining buildings and surrounding buildings will be conducting normal operations during the work. Bidder should anticipate significant pedestrian and traffic congestion, no onsite parking, and the requirement that the work be coordinated with ongoing operations. See below for more specific information.

- e. Bidder acknowledges that its bid is based upon a schedule and assumptions which incorporate these conditions.

- f. EC Electric (also referred to as EC or the EC/CM in this document) assumes no responsibility for any conclusions or interpretations made by the Bidder based on the information made available by EC. Should a Bidder find discrepancies or omissions in the drawings or specifications, or should Bidder be in doubt as to their

meaning, Bidder shall promptly notify EC using a Request for Clarification. If appropriate, EC/CM will send written instructions to all Bidders by addenda. Questions received fewer than (6) six calendar days before time of bid opening may not be answered. All addenda issued shall be incorporated into the Contract Documents.

4. PREPARATION OF BIDS

a. Bidder shall comply with the following instructions in preparing its bid.

- i. **BID FORM:** Bidders shall submit bids in the format provided in the Bid Form. Bids must be submitted on the forms furnished by the EC/CM or on copies of those forms, and manually signed in ink. The person signing the bid shall initial each page. If the bid is made by a corporation it shall be signed by the corporation's authorized designee. Only the amounts and information asked for in the Bid Form furnished will be considered as the bid. All blank spaces (including requests for pricing of alternates) must be filled in. Failure to do so may result in the bid being determined non-responsive.
- ii. **NAME/ADDRESS:** The name, address, and Contractor's registration/license number of Bidder shall be typed or printed on the bid in the space provided. The name must match the name on the bid guarantee.
- iii. **UNIT PRICES:** **Not Applicable.**
- iv. **ACKNOWLEDGE ADDENDA:** Bidder shall acknowledge receipt of all addenda by identifying the addendum number(s) in the space provided in the Bid Form.
BID PACKAGES SEPARATELY: Bidders may submit a bid on one or more
- v. packages, if applicable. Award of packages will be based on the lowest responsive and responsible bid for each package and will not be awarded based on a combination of packages. A separate bid must be submitted for each package. A detailed description of each bid package is included within the specific scope of work for each package.
BID Questions: Bidders may submit questions in writing to the EC/CM, EC
- vi. ~~Electric~~ no later than the dates listed in the Invitation to Bid Jeremy.porter@ecpowerslife.com no later than 5:00 pm on the date listed. All answers will be issued via addendum.

5. TAXES

a. The bid shall include all taxes imposed by law except Washington State Sales Tax. Sales tax shall not be included in the bid price, ~~except that~~ the retail sales tax upon sales and rentals to subcontractors of tools, equipment, and material primarily for use by the subcontractor rather than for resale as a component part of the finished structure, shall be included in the bid price.

6. BID GUARANTEE

a. **VALUE:** All Bidders shall provide a bid guarantee in the amount equal to or greater than 5% of the specified Base Bid plus all additive alternates with the Bidder's bid. The bid guarantee shall be executed on a form acceptable to the EC/CM.

b. FORM: Bidder shall furnish a bid guarantee in the form of a firm commitment, such as bid bond (AIA A310), postal money order, cash or cashier's check payable to the EC/CM. The EC/CM reserves the right to hold the bid guarantees of all Bidders for ninety (90) calendar days. If the apparent successful Bidder fails to execute all contractual documents or provide bonds and insurance as required by the bid package within the time specified on the bid form, The EC/CM may terminate the award for the contract without liability. Bidder's bid guarantee shall be forfeited to the EC/CM.

7. BID ERROR/FORFEITURE: Should a Bidder discover there is an error in its bid, Bidder may request withdrawal of its bid provided it notifies the EC/CM in writing within (24) hours of the bid submittal deadline and provides all supporting documentation that clearly and convincingly demonstrates and shows the error. The EC/CM may approve or reject the Bidder's request. Should the request be approved, the bid may be withdrawn without penalty, except in accordance with RCW 39.10.380(5), a bidder who claims error and fails to enter into a contract may not bid on the same project if a second or subsequent call for bids is made for the project. Should The EC/CM reject Bidder's request for withdrawal, the Bidder may be required to perform the work or forfeit its bid guarantee to the EC/CM.

8. PAYMENT AND PERFORMANCE BONDS

a. This bid package requires the successful Bidder to provide a Payment Bond and a Performance Bond each for the full amount (100%) of the subcontract amount using the forms provided in Section 00 50 20.

9. SPECIFIED PRODUCTS

- a. Bids must be based upon use of items named in the specifications or approved by addenda. In certain cases, specific items have been named because of operational or maintenance considerations; approval of equals or substitutions should not be assumed.
- b. Requests for approval of equals or substitutions must be made in writing and received by the Owner, Architect, and Mortenson Construction at least (7) working days prior to the date of bid opening. Said request must include complete descriptions, technical data, and performance records. Any approval of the proposed equal or substitution will be made by addendum issued to all Bidders. See Section 01 25 00 "Substitution Procedures" for instructions.
- c. Bidders may not take exception to or modify any part of the Bid Documents.

10. LATE SUBMISSIONS

- a. Any bid or bid modification that is received after the deadlines set forth within Section 00 21 10 "Invitation to Bid" will not be considered.
- b. The only acceptable evidence to establish the time of receipt at the office designated in the Invitation to Bid is the time/date stamped or printed by the EC/CM on the bid envelope or bid wrapper.

11. BID EVALUATION

- a. **INCOMPLETE BIDS:** Bids which are incomplete, or which are conditioned in any way, or which contain erasures, alterations, or items not called for in the Bid Form, or which are not in conformity with the law or with these Instructions, shall be rejected as non-responsive if the irregularity is material. Failure to submit the Bid Form within the allotted time as described in the Invitation to Bid Section 00 21 10 shall result in the bid being declared non-responsive and the bid will be returned to the bidder unopened.
- b. **RIGHT TO REJECT OR WAIVE INFORMALITIES:** The EC/CM reserves the right to reject any or all bids and to waive any informalities or non-material irregularities in the bids received.
- c. **ALTERNATE CONSIDERATION:** The numbering of the alternates, if applicable, in the Bid Form bears no relationship to the order in which the alternates may be selected by the Port of Seattle Services.
- d. **UNIT PRICE EVALUATION:** If the bid includes a supplemental schedule of unit prices for labor and materials, or other items for the purpose of establishing a cost basis for unforeseen contract changes, the EC/CM in consultation with Mortenson (GC/CM) or the Port of Seattle reserves the right to reject, without impairing the balance of the bid, any or all such predetermined unit prices. A discrepancy between the unit price bid amount and the extension price bid amount for that item shall be resolved by the EC/CM by accepting the unit price as correct and making any necessary adjustment in the extension price bid amount. The EC/CM shall mathematically correct, where necessary, the summation of the Total Bid amount.
- e. **DETERMINATION OF LOW BIDDER:** For purposes of award, the determination of the low responsive bid shall be made by the EC/CM in consultation with the GC/CM (Mortenson) and the Owner (Port of Seattle), based on the Base Bid plus any Alternates and/or Unit Prices selected, if applicable which, in the Owner's sole discretion, is in the Owner's best interest considering price, schedule and other factors.
- f. **PREFERENCE FOR RESIDENT CONTRACTORS:** In accordance with RCW 39.04.380, for a public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a Comparable Percentage Disadvantage (CPD) will be applied to the bid of that nonresident contractor. The CPD is the percent advantage provided by the nonresident contractor's home state. For the purpose of determining the successful bidder, The EC/CM will multiply the nonresident contractor bid amount by the CPD. The "bid amount" shall be the total of the base bid and all accepted alternate bid items. The CPD shall be added to the nonresident contractor bid amount to establish the Nonresident Disadvantage Total. The Nonresident Disadvantage Total shall be compared to the Washington state contractor bid amounts.

See example below:

EXAMPLE: Alaska Nonresident Contractor Bid Amount	\$100,000
Multiplied by the Alaska CPD	x 0.05
<hr/>	
Alaska CPD Total	\$ 5,000

Alaska Nonresident Contractor Bid Amount \$100,000

Alaska CPD Total + \$ 5,000

Nonresident Disadvantage Total \$105,000

If the Nonresident Disadvantage Total is lower than all other Washington contractor bid amounts, the Alaska nonresident contractor is the low bidder and will be awarded a contract for the bid amount of \$100,000, provided that they are determined to be a responsive and responsible bidder.

If the Nonresident Disadvantage Total is higher than a Washington contractor bid amount, the Washington bidder will be awarded a contract for the bid amount, provided that they are determined to be a responsive and responsible

12. BIDDER RESPONSIVENESS AND RESPONSIBILITY

It is the intent of the EC/CM to award a contract to the responsible Bidder submitting the low responsive bid. In an instance where EC bids on a bid package, all references contained in paragraphs 9 and 10 of these Instructions to Bidders to "EC" will change to "the DES." **EC does not intend to bid on this bid package.** In determining the Bidder's responsiveness and responsibility, The EC/CM shall consider the following:

- a) The bidder has complied with the Invitation to Bid including but not limited to the following:
 - i) The bid must be received at the location noted in the Invitation to Bid on or prior to the date and time of bid submittal deadline.
 - ii) The bid must be completely filled out (including all alternates and unit prices) and signed by a person having signatory authority to submit the bid for the bidding company;
 - iii) The bid is accompanied by a bid guarantee, if so required;
 - iv) The Bidder is a licensed / registered contractor in the state of Washington;
 - v) The Bidder agrees to sign an EC Electric subcontract without revisions or modifications to the contract documents listed herein;
 - vi) The Bidder agrees to provide evidence of insurance and capability to obtain bonding in the form of a certificate of insurance and a letter from a licensed bonding company within the prescribed time frame;
 - vii) The Bidder has based its bid on the specified products and equipment in the contract documents.
- b) In addition to the bidder responsibility criteria above, the bidder must also meet the supplemental bidder responsibility criteria included in Section 00 21 13.

13. CONTRACT EXECUTION AND LETTER OF INTENT

- a. The EC/CM will notify the successful Bidder and provide the successful Bidder with a written Letter of Intent. A Subcontract will follow. Bidder shall submit executed Subcontract, insurance certificate and required bonds within seven (7) calendar days after receipt of Subcontract. If the successful Bidder, upon acceptance of its bid by the EC/CM within the period specified for acceptance, fails to execute all Contract Documents or fails to give a bond and insurance as required within the time specified, The EC/CM may reject the bid. The bid guarantee may be retained by the EC/CM as liquidated damages, not as a penalty. Work performed and all costs incurred prior to the execution of the Subcontract by the EC/CM shall be the sole responsibility of the Bidder.
- b. The low responsive bidder must meet the following relevant supplemental bidder responsibility criteria applicable to the project:
 1. Safety Performance Criteria: The bidder shall provide the safety performance rates as stated in 00 21 13 SUMMARY OF WORK found in Volume #1 Bidders Manual.
- c. As evidence that the bidder meets the bidder responsibility criteria in paragraph b. above, the apparent low bidder must submit documentation as may be required below to the EC/CM within 48 hours of the bid submittal deadline. The EC/CM reserves the right to request such documentation from other bidders also.
- d. If the EC/CM determines the bidder does not meet the bidder responsibility criteria in the paragraph b above and is therefore not a responsible bidder, the EC/CM shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the EC/CM's determination by presenting additional information to the EC/CM. The EC/CM will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the EC/CM will not execute a contract with any bidder until two business days after the bidder determined to be not responsible has received the final determination.

14. BID PROTESTS

- a. Any Bidder showing a substantial economic interest in the award of Subcontract who claims to be aggrieved in connection with the bid or proposed award of a contract under this bid, may protest to the EC/CM, but only in accordance with the procedures set forth herein.
- b. All protests must be in writing and contain the following information:
 - i) The name, address, and telephone number of the protesting party;
 - ii) The sub-bid package number on which the protest is made;
 - iii) A detailed statement of the legal and factual grounds for the protest, including copies of relevant documents; and
 - iv) A statement as to the form of relief requested.
- C. Failure to timely provide all of the information requested above or to comply with the protest procedures may result in a dismissal or rejection of the protest. Exhaustion of the protest procedures shall be a condition precedent to any action based on the protest filed in court of law.

d. All bid protests must be submitted to EC/CM in writing, as required by R.C.W. 39.10.380, with a copy to the Port of Seattle. Protest must be delivered in person or mailed to:

EC Electric
981 Powell Ave SW
Suite 200
Renton, WA 98057
Attn: Jeremy Porter (206) 771-3049
Jeremy.porter@ecpowerslife.com

AND

Port of Seattle
17900 International Blvd Suit 400C
Seatac, WA 98188
Attn: Lisa Albanese (206) 787-5845
Albanese.L@portseattle.org

e. Failure to submit the protest within two business days of the bid opening will result in waiver of any claim or rights to protest and dismissal of the protest by the EC/CM, or by the Port of Seattle.

f. Resolution of protests shall be decided by EC/CM in consultation with the GC/CM and the Port of Seattle. EC/CM shall determine the schedule and format for any meetings or hearings deemed necessary to resolve the protest in an efficient and fair manner. All decisions by EC shall be final. A copy of any written decision shall be sent by email (if an address is provided) and regular mail to the interested parties to the protest.

Nothing in this bid protest procedure shall require the EC/CM or the Port of Seattle to suspend contract award, contract performance or terminate the awarded contract.

15. INSURANCE

a. Prior to commencement of the work, Subcontractors shall submit insurance certificates in accordance with Section 00 50 20 Form of Contract.

16. FORM OF CONTRACT

a. EC Electric's standard form of subcontract and general conditions will be the form of agreement between EC and all Bidders. See attached Section 00 50 20 Form of

Contract. No modifications, additions or deletions to the subcontract form set forth in the bid documents will be considered. All items in Division 00 and Division 01 of the specification are complementary. What is required in one part of the Contract Documents shall be binding as if required by all parts. All Bidders shall review the terms and conditions of EC's Standard Subcontract and General Conditions, and all associated exhibits. In the case of a scope conflict between EC's Standard Subcontract and General Conditions, and other Contract Documents, EC's Standard Subcontract and General Conditions shall prevail.

17. EC/CM CONTRACT

a. A copy of the Electrical Contractor/Construction Manager contract between Mortenson and EC Electric is available for review at EC's office. Included in the Contract Documents for this bid package are the General Conditions for GC/CM Projects with the Port of Seattle. All provisions and conditions in the Contract Documents shall apply to all bidders.

18. PREVAILING WAGE REQUIREMENTS

a. This project is governed by the prevailing wage requirements of RCW Chapter 39.12 (as amended or supplemented) and the minimum wage requirements of RCW Chapter 49.28 (as amended or supplemented). Certified payroll will be required to be submitted per the requirements of the State of Washington Department of Labor and Industries. Verify wage requirements online at: <https://lni.wa.gov/licensing-permits/public-works-projects/prevaling-wage-rates/>

19. APPRENTICESHIP REQUIREMENTS (See Specification 01 32 45)

a. Mandatory apprentice utilization of at least 15% of the total labor hours worked on the contract is required. Apprentices must be registered as apprentices with the State Apprenticeship and Training Council. Contractor shall comply with the requirements of the Contract Documents related to apprenticeship. Proposers may contact the Department of Labor & Industries, Apprenticeship program at 360-902-5320 to obtain information on apprenticeship programs.

20. CLAIMS AND DISPUTE RESOLUTION

a. Part 8 of the General Conditions for GC/CM Projects with the Port of Seattle Services located in Project Specifications 00 72 00 describes the dispute resolution process for review and resolution to construction contractual issues, changed work conditions, etc.

21. PROJECT SOFTWARE REQUIREMENTS

The following software will be required to be used for this project:

- a. B2G Software will be used to track OMWBE for all Trade Contractors / Subcontractors and their sub-tier contractors. Once a Trade Contractor / Subcontractor is awarded the project, log-in information will be provided.
- b. Work force tracking will also be required for this project. Each Trade Contractor / Subcontractor and all their sub-tier contractors will be required to track the workforce diversity. Once a Trade Contractor / Subcontractor is awarded the project, log-in information will be provided. All certified payroll and other workforce documentation required by the PLA, Port of Seattle, or otherwise communicated by EC/CM shall be submitted no less than two weeks following the pay period ending date.
- c. Procore software will be used for project management to upload, download and track submittals, RFI's Contract documents and communication. Once a Trade Contractor / Subcontractor is awarded the project, log-in information will be provided.

END OF SECTION

BID FORM

BID PACKAGE 01 – DIVISION 27 METERING COMMUNICATIONS

TO: EC Electric
Electrical Contractor/Construction Manager (EC/CM)
981 Powell Ave SW, Suite 200
Renton, WA 98057
Attn: CLV Bid Package 01 – DIVISION 27 METERING COMMUNICATIONS – Bid Opening

TRADE CONTRACTOR _____
(write in company name)

The undersigned submits the following bid.

ADDENDA:

Receipt of Addendum(s) _____ is hereby acknowledged.

(List each Addendum number in the space provided above.)

A. BASE BID:

Pursuant to and in compliance with the Invitation to Bid and the Instructions to Bidders, the undersigned hereby certifies that it has carefully examined the Contract Documents and the conditions affecting the work, and is familiar with the site; and having made the necessary examinations, hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the Work in strict accordance with all Bid Package documents for the lump sum base bid amount of:

BASE BID \$ _____

B. TAXES

The bid shall include all taxes imposed by law, except Washington State Sales Tax. Sales tax shall not be included in the bid price, except that the retail sales tax upon sales and rentals to bidder of tools, equipment, and material primarily for use by the bidder rather than for resale as a component part of the finished structure shall be included in the bid price.

C. BID EVALUATION

For purposes of award, the determination of the low responsive bid shall be made by EC Electric in consultation with the General Contractor / Construction Manager (GC/CM) Mortenson and the Port of Seattle (Owner), based on the lowest responsible bidder. A subcontract will initially be executed in the amount of the Base Bid.

Initials of Bidder's Representative ____

D. INTENT AND AFFIDAVIT OF WAGES PAID | PROJECT LABOR AGREEMENT

Contractor shall pay all fees associated with the Prevailing Wage documentation requirements including but not limited to Intent and Affidavit of Wages Paid to the Department of Labor and Industries, Port of Seattle and all other administrative and staff requirements to comply with the Project Labor Agreement. These costs are included in the bid.

E. WORKFORCE/APPRENTICE UTILIZATION REQUIREMENTS

Mandatory apprentice utilization of at least 15% of the total labor hours worked on the contract is required. Apprentices must be registered as apprentices with the State Apprenticeship and Training Council. Contractor shall comply with the requirements of the Contract Documents related to apprenticeship. Proposers may contact the Department of Labor & Industries, Apprenticeship program at 253-596-3861 to obtain information on apprenticeship programs.

F. ELIGIBILITY TO BID ON PUBLIC WORKS CONTRACT

Signature of Bidder on this form certifies that Bidder is not disqualified from bidding on any public works contract under RCW 39.06.010, 39.12.065(3) or 39.01.370.

G. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder has familiarized itself with the schedule requirements set forth in the Bid Package Manual. It is understood that Owner's liquidated damages shall be assessed as described in the Summary of Work. Owner's liquidated damages are in addition to all other damages caused by subcontractor's performance delay. Delay damages and liquidated damages shall be deducted by Change Order to the Subcontract.

Bidder has familiarized itself with project schedule requirements set forth in the Bid Package Manual.

Bidder understands the Contract includes the following Liquidated Damages: The liquidated damages for failure to achieve Substantial Completion Milestone shall be three thousand dollars (\$3,000) per day. The liquidated damages for failure to achieve Physical Completion Milestone shall be one thousand (\$1,000) per day. Should this Trade Contractor cause delay to the approved GC/CM Construction Schedule and contribute in the failure to achieve either of the stated Milestones, Trade Contractor shall pay the corresponding liquidated damages as stated above for each and every calendar day from the date when the Milestone should have been achieved to the date the Milestone is effectively achieved.

H. CONTRACT AND BOND

If notified of acceptance of this bid within ninety (90) days of bid opening, the undersigned agrees to execute EC Electric's Subcontract Agreement as shown in section 00 21 14 without exception for the scope of work defined in the attached and the sum noted above. A Payment Bond and a Performance Bond each in the amount of the Base Bid shall be provided to EC Electric at the time of subcontract signing, if required in Section 00 21 13 Summary of Work and/or Section 00 21 11 Instructions to Bidders.

EC Electric anticipates awarding this subcontract on or near March 28, 2025, with anticipated project installation activities under this subcontract package expected to begin in July of 2025. In order to maintain the project schedule, all required product submittals and shop drawings under this subcontract package will be expected to be submitted by the Subcontractor to the EC/CM by April 30, 2025.

Initials of Bidder's Representative _____

ENCLOSED WITH THE BID ENVELOPE

1. Completed bid form, signed the appropriate Officer of the bidding firm.
2. Bid Bond, Postal Money Order, Cash or certified check.

_____	The firm represented on this Bid Form is a:
Legal Name of Bidder	Sole Proprietorship _____
By (Authorized Signature)	Partnership _____
_____	Corporation _____
Title	State of Incorporation _____
	Other _____

Street Address

City State Zip Code

Telephone Fax No.

State of Washington Contractor's License No.

State of Washington Unified Business Identifier (UBI) No.

BID FORM CHECKLIST

- o List each Addendum where requested on the bid form.
- o Fill in every line and space on bid form.
- o Initial each page on bid form.
- o Include a bid guarantee.
- o Include the cost of a performance bond and a payment bond in your bid amount.
- o Submit your bid in a labeled and sealed envelope in accordance with the Invitation to Bid.
- o Do not modify this bid form in any way. Do not add notes, comments, etc. Provide only the information requested on the bid form.

SECTION 00 21 13
BID PACKAGE SUMMARY OF WORK
BID PACKAGE BP-01 DIVISION 27 METERING COMMUNICATIONS

PART 1 – OVERVIEW

1.01 SECTION INCLUDES

This section includes a description of the scope of work for Bid Package – BP01 – Division 27 Metering Communications, also referred to in these documents as “BP01”, “this Bid Package” or “this Trade Contractor”. Each bidder is to review this scope to become familiar with the content of this Bid Package. This Summary of Work takes precedence over all other Bid Documents. Should discrepancy occur between this Summary of Work and any other Bid Document, Bidders shall include work as stipulated in this Summary of Work.

1.02 BID DOCUMENTS

Bid documents include, but not limited to:

Invitation to Bid
00 21 10
Instructions to Bidders
00 21 11
Bid Form
00 21 12
Summary of Work
00 21 13
Construction Schedule Requirements
00 50 05
Form of Contract, Insurance, and Bond Requirements
00 50 20
GC/CM Process
00 55 00
General Conditions GCCM Construction Contract
00 70 01
Supplementary Conditions GC/CM Construction Contract
00 80 01
Civil Rights, Title VI, and Non-Discrimination
00 83 00
Women and Minority Business Enterprises Inclusion Plan and Form
00 89 01

Port of Seattle Division 00 – General & Supplemental Conditions, dated June 2024

Port of Seattle Division 01 – General Requirements Specifications, dated 03/18/2021

Issue for Construction (IFC) Technical Specifications (Divisions 02-33) set dated November 07, 2024.

Issue for Construction (IFC) Plan set dated November 07, 2024.

Appendix A – Project Construction Schedule

PART 2 - SCOPE OF WORK

2.01 BID PACKAGE SCOPE OF WORK

Trade Contractors are responsible for providing all supervision, labor, materials, tools, transportation, equipment, hoisting, general provisions/conditions, and services necessary to complete all work defined in the BP01 – Division 27 Metering Communications Bidder Manual including all Addenda, and in strict accordance with all Contract Documents.

2.02 GENERAL PROVISIONS

The following shall clarify, but not necessarily limit, the scope of work:

1. TERMS AND DEFINITIONS

A. The words "Trade Contractor", "Prime Trade Contractor", "Trade Contractor", "Subcontractor" and/or "General Contractor" in the specification sections and plans that are covered by this Trade Contract Agreement shall mean this Trade Contractor. The term Trade Contractor shall apply to

the Trade Contractor under direct contract with the EC/CM, including their partners, successors, subcontractors, vendors, suppliers, legal representatives and agents, whether specifically stated or not.

B. Each Trade Contractor shall insure and guarantee this scope of work. All contract requirements also apply to their subcontractors, vendors, suppliers, and agents working on site.

C. Each Trade Contractor shall review Section 00 50 20 Form of Contract carefully. All Trade Contractor contracts will be issued on EC Electric's Standard Subcontract Agreement as stated in section 00 50 20. By submitting a bid on this work, all Trade Contractors agree to execute this agreement (in its entirety including all Exhibits).

D. Trade Contractor agrees to provide all required supervision, labor, materials necessary to complete this scope of work, per plans, specifications and all other related Contract Documents.

E. Trade Contractor agrees that all correspondence prior to the date of this agreement is replaced by the terms and conditions set forth in this agreement, unless specifically referenced herein.

2. QUALIFIED TRADE CONTRACTOR

A. Trade Contractor represents that it is fully qualified and experienced to perform the Work required by this Trade Contract Agreement and acknowledges that prior to the execution of this Trade Contract Agreement it has by its own independent investigation:

- i. Carefully determined the quantity of its Work, the cost of performing such Work, and carefully applied its own prices to its quantities.
- ii. Acquainted itself as to the plan, labor and material required for its Work and warrants that such plan, labor and material are available to it.
- iii. Ascertained the general and local conditions involved in performing its Work, including but not restricted to, those bearing upon location of the Work, accessibility and character of the site, quality and quantity of surface and subsurface water, materials, or obstacles to be encountered, the character and extent of existing work within or adjacent thereto, other work being performed thereto, transportation, disposal, handling and storage of materials, availability of labor, labor scales, and likelihood of increase, if any, location and availability of utilities and access roads, the character of equipment and facilities needed for the prosecution of the Work, uncertainties of weather or physical conditions at the site, and all other matters which can in any way affect the Work or the cost thereof under this Trade Contract Agreement.
- iv. Verified all information furnished by the EC/CM or others and is satisfied with the correctness and accuracy of that information.

B. Any failure of Trade Contractor to acquaint itself with all the information concerning the items listed above and any other items or conditions that would affect performance or cost will not relieve it from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Trade Contractor shall include all costs associated with performing its work and will not have a right to claim any additional costs or time associated with omissions in its estimate and/or bid.

3. CONTRACT DOCUMENTS:

A. The Trade Contractor's responsibility to the contract documents includes, but is not limited to, all costs to obtain drawings and specifications. The Trade Contractor is also responsible for assuring that the Addenda, RFI's and other revisions are incorporated correctly and timely.

B. Trade Contractor shall carefully examine the plans and specifications affecting its Work and shall promptly notify EC Electric in writing of any deficiencies, discrepancies, ambiguities, or errors before proceeding with the affected Work.

- C. The Trade Contractor is required to review the specifications as a whole and not as individual sections to determine the work required. Taking the individual sections together provides details for all work to be performed. Individual sections, by themselves, may not contain sufficient details to complete the work described in that section. Reference to additional sections may be necessary to determine the total work required to complete the work specified in any individual section. Subcontractor acknowledges that the Contract Documents may not reflect every detail necessary to provide a complete working system and has included work as intended by the documents necessary to provide a complete and compatible scope of work.
- D. The Trade Contractor recognizes that The Owner, or its authorized representatives, shall be the binding and final authority on the interpretation of the plans and specifications, and any interpretation thereof by an employee or agent of the EC/CM is the mere opinion of the party making same. Trade Contractor shall be bound by all interpretations of the Owner, or its authorized representatives, which, by the Contract Documents, are binding to the GC/CM and EC/CM.
- E. Trade Contractor shall not deviate from the plans and specifications without the written consent of EC/CM, and no changes shall be taken up with the Owner or its authorized representatives except through the EC/CM. Any changes in plans or specifications, or substitutions of materials as an "or equal" proposed by Trade Contractor, which are approved by Owner or its authorized representatives, shall be Trade Contractor's full responsibility. Any approval shall not relieve the Trade Contractor from the satisfactory and timely completion of all work in accordance with the contract documents, unless a time extension is requested and specifically approved for the substitution/deviation. In selecting options or alternates, Trade Contractor shall indemnify and hold EC/CM harmless from claims for additional cost or schedule impacts incurred by other Trade Contractors, Trade Contractor, Owner, or any related party affected by such deviation or substitution.
- F. Trade Contractors shall include the higher quality and/or greater quantity of an item if a conflict is discovered in the Contract Documents and not clarified in writing by EC/CM and/or Architect/Engineer to all bidders prior to bid date.

4. PERMITS, FEES, AND TAXES

- A. The Owner will provide the general building permits. All other permits and licenses in the performance of its work are the responsibility of this Trade Contractor. All costs for permits and licenses will be included in Trade Contractor's base bid.
- ~~B~~ Each Trade Contractor will be responsible for obtaining and paying for all other trade specific inspection notices, street use permits, business licenses, and fees necessary to complete the work of their Bid Package. The Trade Contractor specifically agrees to pay all applicable taxes and fees required by law and governing regulatory agencies.
- C. Trade Contractor must submit copies of all permits and inspection reports to the EC/CM upon receipt.

5. BONDS

- A. Performance and payment bonds, naming the EC/CM as obligee, in the amount of 100% of the Bid Package contract value, including all change orders, will be required from the Trade Contractor. The costs of these bonds are to be included in the Base Bid for this work. An "A-" AM Best Rated Surety Company (or better) must issue these bonds, and they must be issued on the Forms included in the awarded contract. All bonds and the Insurance Certificates required by EC/CM shall be forwarded to the EC/CM within ten (10) calendar days of notice of award.

6. WORK AUTHORIZATION

- A. All extra work authorizations/work tickets are required to be PREAUTHORIZED prior to the work commencing. At the end of the day when the work occurs, the Trade Contractor is to submit to the EC/CM the Preauthorization and the extra work authorization/work ticket to the EC/CM for final signature. If the Preauthorization and the extra work authorizations/work tickets are not

submitted on the day that the work occurred then the extra work authorization/work tickets will not be accepted.

B. Trade Contractor agrees that work authorizations shall be valid only if signed by EC's Project Manager, Superintendent, or designated representative on the day that the work is performed

C. No changes shall be taken up with the Owner or its authorized representatives except through EC Electric.

7. DELAY OF WORK, LIQUIDATED DAMAGES AND /OR COST ISSUE NOTIFICATION

A. The Trade Contractor specifically agrees to alert the EC/CM to situations or circumstances that could delay work or give cause for claims for time extension and/or additional cost prior to their occurrence and no later than as detailed in the Contract Documents.

B. This Contract includes the following Liquidated Damages: The liquidated damages for failure to achieve Substantial Completion Milestone shall be two thousand and two dollars (\$2,002) per day. The liquidated damages for failure to achieve Physical Completion Milestone shall be one thousand one hundred and two dollars (\$1,102) per day. Should this Trade Contractor cause delay to the approved GC/CM Construction Schedule and contribute in the failure to achieve either of the stated Milestones, Trade Contractor shall pay the corresponding liquidated damages as stated above for each and every calendar day from the date when the Milestone should have been achieved to the date the Milestone is effectively achieved.

8. BUILDERS RISK

A. Builders Risk insurance will be carried by the Owner.

9. PREMIUM TIME/SHIFT WORK

A. The Trade Contractor specifically agrees to perform any premium time or shift work necessary to maintain the construction schedule, including final tie-ins, adjustments and testing unless the premium time is required due to a delay that is solely caused by others. All premium time must be conducted during the work week or on Saturday. Each Trade Contractor is responsible for providing supervision during premium hours for their Trade Contractors. Specific shift work and/or premium time requirements over and above this description will be described in Specific Inclusions listed in each bid package. In consideration of this requirement to meet schedule obligations, Trade Contractor shall comply with all conditions of the Project Labor Agreement.

B. In general, all Utility (including communications) shutdowns that affect Port operations must be performed overnight during limited cutover windows. This Trade Contractor specifically agrees to perform and has included all costs associated in the base bid to accomplish any work on special/night shift work as may be required under this scope in order to not interfere with and maintain critical Port operations.

10. TEMPORARY FACILITIES

A. The EC/CM shall provide its own field office and telephone for its exclusive use. Trade Contractor shall provide their own field office/ crew shacks, electrical, telephone, fax machine, copier, etc. for their own exclusive use. These field offices/ crew shacks will be located near the airport facility and shall be located and relocated as deemed necessary and at the direction of the GC/CM. On-site space for Trade Contractor field offices is limited and is not guaranteed. All Temp power/phone/water/sewer for Trade Contractor field offices is the responsibility of the Trade Contractor.

B. Port of Seattle public restrooms and back of house restrooms are available for trade partner use.

- C. The EC/CM will provide temporary lighting to illuminate ingress and egress pathways as needed to meet OSHA/WISHA standards only.
 - D. The Trade Contractor specifically agrees to furnish and install task lighting, extension cords and temporary power required to complete its work.
 - E. The Trade Contractor specifically agrees to furnish and install environmental controls, including but not limited to temporary heat and humidity control, temp enclosures, etc., required to perform its Work.
 - F. The GC/CM shall provide a single point of temporary water service on the project site. The Trade Contractor is responsible for providing hoses and transportation of water from the point of supply to the location of need as required for their work. Trade Contractor shall take all precautions to prevent leaks and shall be responsible for damages to existing and/or new finishes due to failure of this Trade Contractor's water distribution system.
 - G. No Trade Contractor or subcontractor signs may be erected on the site. Trade Contractor shall be allowed to attach one identification sign to its field office with the prior permission of the GC/CM.
 - H. Each Trade Contractor shall furnish drinking water for their personnel.
 - I. Each Trade Contractor is responsible to obtain and pay for all parking associated with this Bid Package, including but not limited to all parking and considerations for all craft employee requirements compliant with the Project Labor Agreement.
11. DELIVERIES/HAUL ROUTE/LAYDOWN/SITE ACCESS:

- A. This Trade Contractor shall obtain prior written approval from EC/CM for all access to the project site including deliveries. This Trade Contractor specifically agrees to schedule and coordinate with EC/CM all delivery requirements for its materials, tools, temporary facilities, and equipment at least 48 hours in advance. All materials delivered to and/or removed from building must work with limitations provided by the EC/CM.
- B. All trucking and hauling permits as required are included and the responsibility of this Trade Contractor. Trade Contractor shall review AHJ hauling requirements to confirm hauling requirements. All additional permits including but not limited to, haul route permit, tree removal permit, demolition permit and scope specific permits such as electrical or low voltage are the responsibility of this Trade Contractor.
- C. No staging of materials and trucks on public roads without proper flagging and/or traffic control and shall comply with all AHJ restrictions.
- D. All deliveries to and from site will follow approved haul routes and access points.
- E. All traffic control is provided by the Trade Contractor. Trade Contractor shall provide a driver that is badged and trained for AOA access and provide the proper flagging and signage, if required by this subcontract package scope of work.
- F. Laydown space is limited and will be available at the sole discretion of the GC/CM Superintendent. Each Trade Contractor is to assume coordination of deliveries on an as needed or just-in-time basis for this work. In addition, Trade Contractor to make sure all stored materials in building remain on wheels so easily moved. Trade Contractors can request storage/ stockpiling of material on the project site through the GC/CM Superintendent. Each Trade Contractor will be responsible for relocating stocked or stored material, at their costs, to allow for other Trade Contractors to complete their work per the GC/CM or EC/CM direction.
- G. Trade Contractor shall comply with Port of Seattle work hour, noise limits, and haul route restrictions. Construction equipment will be properly maintained to reduce noise impacts.

H. Material deliveries through the STS loading dock must be brought in between the hours of 2400 (Midnight) to 0500 (5am) per specification 01 50 00 1.17D, specific delivery times subject to GC/CM and Owner approval.

12. EXTERIOR HOISTING/MATERIAL HANDLING/EQUIPMENT:

- A. This Trade Contractor is responsible for the unloading of deliveries at the loading areas of the building. All materials that require hoisting will be properly loaded, rigged/palletized and shipped to facilitate quick and efficient unloading. After materials are removed from delivery truck and all handling of materials and or equipment is the sole responsibility of this Trade Contractor. All rigging is by the Trade Contractor and shall be rigged by the Trade Contractor, unless coordinated with the EC/CM. Any Trade Contractor requiring the use of a Mobile Crane must include it and provide all required certified rigger and bellman.
- B. Trade Contractor must submit a request for use of the freight elevator no less than 72 hours in advance and all scheduled access must be coordinated with the EC/CM.
- C. Each Bid Package Trade Contractor is responsible for all other hoisting, trucking, material handling, etc. other than what is specifically defined above.
- D. If applicable, reference the GC/CM Zero Injury Manual for all documents required for forklift picks, crane picks and certifications required.

13. INTERIOR HOISTING/MATERIAL HANDLING/EQUIPMENT

- A. In general, there will be no gas/diesel powered equipment allowed in building during construction. If specific activity absolutely requires this type of equipment a ventilation plan, air monitoring, etc. may be used. However, this will be reviewed with EC/CM and all costs associated with containment, ventilation, monitoring, etc. will be by each Trade Contractor. In addition, this will never be allowed when any portion of building is occupied so Trade Contractor will be responsible for any shift and/or overtime premiums.

14. PROJECT SUPERVISION/COORDINATION/SCHEDULING

- A. During periods of on-site activity, this Trade Contractor shall have a full-time, on-site, Superintendent (or Foreperson) who has full authority to make decisions on behalf of the Trade Contractor regarding cost and schedule issues and capable of coordinating with other Trade Contractors and EC/CM.
- B. Trade Contractor and their Trade Contractors/Trades agree to coordinate the work of this agreement with the work of other Trade Contractors for the purpose of securing a complete project within the contract time period. Trade Contractor shall not have exclusive use of workspaces at any time.
- C. Notwithstanding submittals required by the Contract Documents, it is Trade Contractor's sole responsibility to coordinate their work as it interrelates to other trades. The EC/CM distribution of submittals to the GC/CM and/or various other Trade Contractors should be construed as a courtesy and shall not relieve Trade Contractor of its obligations to coordinate its work to ensure a complete installation.
- D. Trade Contractor agrees to accept full responsibility for the intermeshing, coordination, and acceptance of its deviations and substitutions with all affected work, other Trade Contractors, suppliers, EC/CM, GC/CM, and the Owner.
- E. It is Trade Contractor's sole responsibility to coordinate the various stages of its work and its interface with the work of others, its subcontractors, vendors, suppliers, etc., for the purpose of securing a complete Project within the time indicated in the Project Schedule, the Weekly Planners and as verified at the weekly Trade Contractor coordination meeting.

F. Trade Contractor specifically agrees to attend the GC/CM's weekly and daily Trade Contractor Coordination Meetings for the duration the Trade Contractor or its employees, sub-Trade Contractors, suppliers, vendors, or agents are onsite. Trade Contractors Project Manager shall attend a minimum of 2 meetings per month as requested by the EC/CM. Trade Contractor shall submit, electronically, its 6-week look ahead planner to the EC Electric Project Manager 48 hours in advance of that meeting. Trade Contractor 6-week look ahead planners shall be coordinated, thorough, complete, and on a format deemed acceptable by EC Electric.

G. The Trade Contractor specifically agrees to participate in daily coordination meetings (plan of the day meetings). Trade Contractor superintendent and/or forepersons are expected to attend this meeting. Anticipate up to one-half-hour each day outside of the regular work hours (i.e. half hour before or after as coordinated by the GC/CM)

15. MATERIAL PROTECTION/TEMPORARY PROTECTION:

A. Trade Contractors are responsible for protecting building materials, which are provided or installed as part of their scope of work, during transportation, storage and construction. Trade Contractors are also required to provide protection of materials from the weather (rain, dirt, etc.). Wet or damaged materials will not be allowed to be installed in the building for any reason, unless approved by EC/CM.

16. IN PLACE WORK DISCREPANCIES:

A. Trade Contractor shall review the critical dimensions and elevations of its work and verify the previous work completed by others, as to its relationship to the Trade Contractor work. The Trade Contractor shall promptly submit a written statement to the EC/CM noting any discrepancies or unacceptable conditions as it relates to the Trade Contractor work. Do not attach to or cover any material which is not properly furnished and/or installed. Trade Contractors that install work over or attach to improperly furnished and/or installed material without notifying EC/CM assume responsibility for any repairs/rework to their work and affected Trade Contractors work.

17. FIELD MEASUREMENTS/LAYOUT

A. Each Trade Contractor shall be responsible for taking all field measurements necessary to coordinate its work with other trades. Field measurements shall be taken in a timely manner in order to not delay the Project.

B. Trade Contractor specifically agrees to take all required field measurements and surveys to plan, layout, stake, verify, and complete its work within this Bid Package. The GC/CM will provide control in one location on each level.

18. SAFETY:

A. Trade Contractor shall include disruption avoidance as a specific evaluation item on all work activity planning. All work tasks must be planned so as to mitigate any disruptive impact to facility operations. This includes disruptions due to noise, vibration, dust, odors, etc. Trade Contractor shall complete all utility shutdown request documentation and processes outlined by the Port of Seattle and elsewhere in the contract documents. All shutdowns will be coordinated, planned in advance and approved by the EC/CM, GC/CM, and the Port of Seattle. Noise generating activities (sawcutting, core drilling) shall be completed during periods of low airport activity per specification 01 50 00 1.18F. A plan for any such activities shall be submitted to EC/CM for coordination and approval prior to commencement of work.

B. All Trade Contractors shall be responsible to comply with all applicable safety standards as required by law and as included in the Contract Documents including but not limited to specification "00 70 01 – General Conditions", "01 35 13.13 – Operational Safety on Airports During Construction", "01 35 29 – Safety Management". If there are any discrepancies between these documents the Trade Contractor shall comply with whichever requirement is more stringent. In addition, trade subcontractor is expected to comply with all provisions of both EC's and Mortenson's established safety programs.

C. Trade Contractor will diligently be held to all safety procedures that mitigate any risk to the general public. These include but are not limited to the following:

1. Disruption Avoidance
2. Live Utility Awareness
3. Traffic Control and Public Safety
4. Hot Work Procedures
5. Material Handling

D. Supplemental Bidder Responsibility The apparent low bidder, as determined by EC/CM, shall provide the following three safety performance rates for the years 2022, 2023, and 2024 within 48 hours after notification of apparent low bidder; 1) Experience Modification Rating (EMR), 2) Days Away Restricted and Transferred (DART), and 3) Recordable Incident Rate (RIR). The bidder is required to meet the following Safety Performance criteria:

Experience Modification Rating (EMR) < 1.00

Days Away Restricted and Transferred (DART) < 3.00

Formula:
$$\frac{\text{Number of OSHA days away, restricted, transfer days} \times 200,000 \text{ hours}}{\text{Actual Works Hours}}$$

Recordable Incident Rate (RIR) < 5.00

Formula:
$$\frac{\text{Number of OSHA Recordable cases} \times 200,000}{\text{Actual Work Hours}}$$

If the apparent low bidder's rate is above any of the above three criteria then they also must include a mitigation plan for review and approval by EC Electric. The plan must include at a minimum:

- Subcontractor leadership safety commitment and involvement
- Safety training plan
- Plan for the executing the work
- Plan to eliminate injuries
- Safety goals

Failure to obtain approval of a mitigation plan will result in a determination by the EC/CM that the bidder is not responsible, and the bid will not be considered further.

20. WASTE & RECYCLING/CONTAMINATED MATERIALS/GENERAL CLEANUP:

A. Recycling & Waste recycling containers will be provided by the GC/CM. Each Trade Contractor is responsible for proper disposal of all recyclable materials in designated recycle containers. Waste and hazardous waste, other than incidental and lunch trash, is to be removed, hauled, and properly disposed of this Trade Contractor.

B. The Owner has established waste management goals for this Project. Trade Contractor shall comply with all requirements of specification 01 74 19 Construction Waste Management including but not limited to meeting all performance goals and documentation requirements.

C. Each Trade Contractor shall salvage or recycle construction and demolition debris, if feasible. D.

Both waste material and hazardous materials shall be disposed of in strict compliance with all laws, regulations and the Contract Documents.

E. It is the responsibility of this Trade Contractor to provide hazardous material training to all personnel that have the potential to come in contact hazardous materials, including asbestos awareness training referenced in Section 00 80 00.

21. GENERAL CLEANUP/HOUSECLEANING:

A. EC/CM will supervise and confirm clean up and housekeeping to ensure the project site, grounds, and adjacent property and spaces are maintained free of accumulation of dirt, waste materials rubbish and debris. Trade contractor shall clean-up all such materials generated by their own and their sub-tier contractor's operations at such frequency as required by EC/CM, but **no less than daily**. Trade contractor shall roll-up electrical cords daily. Trade contractor shall be responsible for furnishing their own trash boxes and cans and transporting debris from their trash boxes and cans to the Project's dumpsters. Should any Contractor fail to comply with project clean-up requirements, such clean-up shall be performed by EC/CM in the most expeditious manner available and the cost thereof shall be charged back to the negligent party. Work performed within operational facilities shall be kept in a 'continuously clean' condition.

B. If directed by EC/CM, the Trade Contractor shall participate in project wide cleanup efforts. Trade Contractor shall provide one person for every ten of Trade Contractor's personnel present on site, (minimum of 1, if less than 10 Trade Contractor personnel present) for a site composite crew clean-up operation organized by EC/CM or GC/CM. This cleanup would occur approximately one day per week or more frequently as determined by EC/CM or GC/CM.

C. Upon completion of work in all areas, the area shall be cleaned to a 'Final Clean Condition'. The Trade Contractor shall remove all debris related to their work and provide work area in a broom clean and general clean condition prior to Final Cleaning Contractor beginning the final clean process. EC/CM shall make the determination if Trade Contractors have sufficiently met this requirement.

22. PUNCHLIST:

A. Punch lists will be required to be generated by Trade Contractor for its own work and sub-tier Trade Contractors and submitted to the EC/CM. Trade Contractor will act upon their own punch lists and those generated by others expeditiously, to promote the timely completion of the work. If Trade Contractor fails to complete punch lists within the time noted within the punch list or 7 calendar days, whichever is less, then EC/CM shall have the right to have this work performed by others and charge Trade Contractor or their account for costs incurred for same.

23. CLOSEOUT:

A. Each Trade Contractor will be required to maintain current as-built drawings, as pertains to their work, and make these available for EC/CM's review on a weekly basis. Up to date drawings will be a condition of monthly payments.

B. The Trade Contractor specifically agrees to perform all required system start-up tests and training for their equipment. The Trade Contractor also agrees to assist in the start-up and training of other Trade Contractors' equipment when required to ensure a fully operational and functioning system. Any overtime necessary during system start-up tests and/or training activities shall be included as required to maintain the project schedule.

C. The Trade Contractor specifically agrees to provide all required operation and maintenance manuals to EC/CM by no later than 50% completion of their work. Spare parts, as-built drawings and all other record document and project close-out items required by the Contract Documents shall be submitted in a timely manner, but no later than twenty (20) days after Trade Contractor's substantial completion, so as not to delay the Project close-out process or the Owner's ability to occupy and maintain the systems. All Owner's training will be pre-scheduled, in writing for formal Owner approval, a minimum of thirty (30) days prior to being conducted or earlier as required by the contract. No warranties will be acknowledged, started or final payment issued without the above items being complete.

E. Trade Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Agreement for a minimum period of one (1) year after the date of final written acceptance by The Port of Seattle (or longer

if specifically required by the Contract Documents) as appropriate for the work and further agrees to indemnify and save EC/CM, GC/CM and The Port of Seattle harmless from any costs incurred in remedying such defects

24. TRADE CONTRACTOR REPRESENTATIONS:

A. Trade Contractor makes the following representations:

- i. Trade Contractor has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Construction Documents.
- ii. Trade Contractor has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.
- iii. Trade Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
- iv. Trade Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (including surface, subsurface, and underground facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate or may relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Trade Contractor (including its Trade Contractors and Suppliers), including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents and this Agreement to be employed by Trade Contractor and safety precautions and programs incident thereto.
- v. Trade Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work for the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents and this Agreement.
- vi. Trade Contractor has correlated the information known to Trade Contractor, including information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- vii. Trade Contractor shall bind itself to the provisions of the Agreement between the EC/CM and the GC/CM, as well as the Agreement between the GC/CM and the Owner. Trade Contractor shall comply with all procurement requirements upon which EC/CM is bound.
- viii. The Contract Documents and this Agreement are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

25. ACCOUNTING RECORDS

A. Trade Contractor shall keep such full and detailed accounts as may be necessary for proper financial management under the Contract Documents with respect to all materials, equipment and labor entering into the Work. The accounting methods shall be satisfactory to EC/CM and the Owner. EC/CM shall be afforded reasonable access to all of Trade Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to the Cost of the Work and Trade Contractor's Fee. Trade Contractor shall preserve all such documents for a period of five years after final payment by EC/CM. Trade Contractor shall provide/submit all certified payroll information, including all sub-tier contractors, as required by the contract documents.

26. LEAN CONSTRUCTION PRINCIPLES

- A. This project will utilize Lean construction principals in planning and implementation of the Work. This will include a milestone schedule, collaboratively created phase schedule,

"make-ready" look-ahead plans, weekly work plans, and a method for measuring, recording, and improving planning reliability. Bidders should understand that all trade packages and their appropriate sub tiers shall participate in **Pull Planning** sessions with each new phase of work with the purpose of creating a collaborative phase schedule and identifying constraints for each activity of work. Individuals who understand how the work will be performed shall be directly involved in the planning process. The schedule developed in these **Pull Planning** sessions will be used to create the 6-week look ahead schedule. The look-ahead schedule will track whether any constraints (issues that would prevent the work from being performed as planned) exist. It is every contractor's responsibility to actively identify and resolve constraints prior to the Work. Additionally, every contractor shall report variations from the plan for tracking planning reliability and assessing root cause of variations for purposes of continuously improving planning reliability.

- B. Trade Contractors shall only use GC/CM dedicated and labeled tippy dumpsters. They will be placed outside of the bldg. with adequate access to them. All refuse/debris shall be placed in the appropriate trash containers. Recycling is being implemented on this project and will need to be complied with.
- C. All staging and storing operations on-site must be approved by and coordinated with Mortenson and must be kept neatly stacked and organized or be removed from the site. All on-site material shall be stored in containers/carts **with wheels**. No storage is acceptable without wheels. Trade Contractors will be required to spray paint all packaging materials with a color to identify their respective materials. No materials shall rest directly on the ground unless being installed in its final location. Because of site limitations and the sequence of construction, the available lay down and staging area locations may change throughout the course of construction. If relocation of items, delivered and stored onsite, is required, relocation shall be at Trade Contractors expense.
- D. Trade Contractor is responsible for providing, at its expense, any additional off-site storage as may be required for the performance of its work.
- E. Trade Contractors shall provide all trash cans and clean up equipment (brooms, vacuums, dust pans, floor sweep compound, etc.)
- F. All cut stations are required to have a trash can so that no debris hits the floor and all material can be hauled off. All trades are required to have proper cut stations to perform their work.
- G. This jobsite is tobacco free. Smoking, tobacco products of any kind, and E cigarettes are NOT permitted on the jobsite at any time.
- H. No food or drink other than water is allowed on site or in the bldg. All food will be eaten in the provided break trailer. All trades will participate in cleaning the break trailer on a revolving calendar provided by the general contractor.
- I. If deemed necessary by the GC/CM - Mortenson, all trades will participate in weekly job wide composite clean crew. For every 10 craft workers the subcontractors will provide 1 laborer.
- J. All temp power cords and extension cords will be hung up off of the floor. This Trade Contractor must provide GFCI pigtail for plugging into existing receptacles. It is highly encouraged that all contractors use battery operated tools when possible.
- K. Trade Contractors are required to sweep and clean after every task and at the end of every day.
- L. Use of headphones/ear buds is not allowed.

27. BUSINESS DIVERSITY AND PROJECT LABOR AGREEMENT

- A. The Port has determined that this Contract has possible opportunities for participation by WMBE firms and has established the following aspirational goal for WMBE participation on this Contract at 10%. After award, all Trade Contractors shall submit a plan, for GC/CM review, indicating what efforts will be made to include MWBEs in the Trade Contractor's respective scope of work.

- B. Work on this project is subject to the Project Labor Agreement (PLA) between the Port of Seattle and the Seattle/King County Building and Construction Trades Council Northwest Construction Alliance II dated December 1, 2018. Reference the Division 01 General Requirements, specification section "013250 – Project Labor Agreement", and all other instructions included in the contract documents applicable to the PLA. This Trade Contractor and all sub-tier contractors shall be required to sign the "Letter of Assent" included in Appendix B of the PLA – rev date 07/23/2021 and fully comply with all requirements of the PLA.

2.03 SPECIFIC INCLUSIONS

The following shall clarify, but not necessarily limit, the scope of work for Bid Package BP-01 – Division 27 Metering Communications for the SeaTac CLV project. All project and bid documents are to be reviewed and included, as applicable, within the scope of this bid package and scope of work.

1. All Work required by the Contract Documents **to install and connect the electrical panel metering communications cabling system**, with particular reference to the following specification divisions and sections:

DIVISION 00	BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS, AND PROCEDURES	COMPLETE
DIVISION 01	GENERAL REQUIREMENTS	COMPLETE
02 41 19 02	Removal and Alterations	AS APPLICABLE
87 00	Fugitive and Silica Dust Control Procedures	AS APPLICABLE
05 05 19	Post-Installed Concrete Anchors	AS APPLICABLE
05 50 00	Metal Fabrications	AS APPLICABLE
07 84 00	Firestopping	AS APPLICABLE
07 92 00	Joint Sealers	AS APPLICABLE
26 00 00	Electrical Work - General	
26 05 29	Hangers and Supports for Electrical Systems	AS APPLICABLE
26 05 48	Seismic Controls for Electrical and Communication Work	AS APPLICABLE
26 27 13	Electrical Power Metering	AS APPLICABLE
26 27 16	Cabinets and Enclosures	AS APPLICABLE
27 05 00	Common Work Results for Communications	COMPLETE
27 05 26 27	Grounding and Bonding for Communications Systems	COMPLETE AS APPLICABLE
05 28 27 05	Pathways for Communications Systems Communications	COMPLETE
53.13	Standard for Labeling and Nomenclature	

27 05 53.23	Port of Seattle Color Code Requirement	COMPLETE
27 05 53	Identification and Labeling	COMPLETE
27 08 00	Communications Infrastructure Commissioning	COMPLETE COMPLETE
27 11 16	Communications Cabinets, Racks, Frames, and Enclosures	
27 15 00	Communications Horizontal Cabling	COMPLETE

NOTE - "Complete" means all items to be coordinated, furnished, installed, started-up and commissioned as necessary to complete the Work noted in the specification section(s), contract drawings and all other related contract documents whether specifically referenced or not. Specification Sections are inclusive of any attachments, lists, supplements, tables, schedules, etc. included and intended to provide information as required to complete a specification section. Work is not by others unless specifically excluded, either herein or in the exclusions noted in this exhibit. (i.e. exclusions must be specifically noted at the end of this 00 21 13– SUMMARY OF WORK, 2.04 SPECIFIC EXCLUSIONS under "Exclusions").

2. Without limitation, the following items are included in the Scope of Work for this Bid Package:

A. Communications Cabling for Electrical Panel Metering (Complete)

1. Provide all permits and licenses required for this scope of work.
2. Provide and install all Category 6 cabling for electrical panel metering as indicated in the project documentation and as required to form a complete system.
3. Provide and install all terminations, jacks, or termination boxes required to form a complete electrical panel metering communications system.
4. Provide and install all fiber optic cabling and terminations as indicated in the project documentation and as required to form a complete system.
5. Provide and install all innerduct as indicated in the project documentation.
6. Provide all patch panels, patch cords, and any dressing required for this scope of work.
7. Provide and install all labeling and identification for communications cabling, jacks, faceplates, etc. as required by the Port specifications and as indicated in the project documentation.
8. Provide all commissioning for the Division 27 work as indicated in the project documentation.
9. Provide all preconstruction, product, shop drawings, layout drawings, and closeout submittals as required for this scope of work and as indicated in the project documentation.

2.04 SPECIFIC EXCLUSIONS

The following items of work are not the responsibility of Trade Contractor and are **excluded** from the Work of the Agreement:

- A. Washington State Sales Tax
- B. Hazardous Material Abatement

- C. Raceways and pathways for communications cabling. All raceways and pathways will be provided by the EC/CM.
- D. Electrical panel metering components. Eaton PXBCM metering is being provided by the electrical panel manufacturer and installed at the factory, integral with the electrical panels.
- E. Metering (PXBCM) commissioning – this is being provided by the manufacturer.
- F. Metering labeling and identification – this is being provided by the EC/CM.
- G. Active Network Control Panel(s) – As indicated on Sheets E402.00 and E402.01 of the IFC Drawing Set. This network panel is not a requirement under this project.

END OF SECTION

SCHEDULE COMMENTS:

The Project Schedule is of utmost importance on this project and integral to the Contract. To achieve the required completion dates, Subcontractor must perform its work within the designated time frames.

Carefully review all project schedule and logistics information included herein. If it is necessary to provide multiple crews and adequate manpower, supervision and equipment to complete your work to meet this schedule, these additional requirements will be considered part of your bid. Submission of this bid proposal is evidence that the required materials, manpower, and resources are available to complete the work per the Project Schedule.

All Trade Contractors shall fully coordinate the Work with GC/CM and trade contractors to achieve project milestones and to further develop and update the project schedule throughout the duration of the project. Trade contractor shall be responsible for providing all staff, documentation, and other support to fully comply with specification section 01 32 16.13.

Trade Contractor shall furnish EC/CM a detailed progress schedule of their Bid Package Work, no less than weekly and shall assist in coordination of that schedule into the overall project schedule.

Trade Contractor is required to submit a 4 Week Look-Ahead Schedule to EC/CM (2) two days prior the weekly trade contractor coordination meeting for review. Work occurring within the week of the meeting and 3 weeks of projected work are required to be schedule in the 4 Week

Lookahead Schedule. Each Trade Contractor shall include their work and the work of their sub tiers. EC/CM shall compile Trade Contractor's schedule into a progress schedule which will be reviewed in the weekly trade contractor meetings.

Reference Appendix A (Project Construction Schedule) for more information.

Periodically the GC/CM shall furnish to each Trade Contractor an updated Project CPM. Within one

week, each Trade Contractor is required to provide written response to the GC/CM with the following

information:

1. Indicate progress of each activity and projected completion date of each activity.

2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.

3. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect.

Trade contractor will submit the above to EC/CM to include in discussions with the GC/CM scheduler.

Reference Appendix A for Project Schedule.

END SECTION

PART 1 GENERAL

1.1 SUMMARY

A. All Trade Contractor contracts will be issued on EC Electric's Standard Subcontract Agreement Form. The template of this agreement in its entirety is included in the following pages. By submitting a bid on this work, Trade Contractor agrees to execute this agreement in its original form with no revisions. Once successful Trade Contractor (bidder) is issued a Subcontract Agreement, Trade Contractor shall return the complete Subcontract Agreement signed and unmodified within ten (10) calendar days of receipt from the EC/CM. The EC/CM reserves the right to terminate project award and find Trade Contractor in default if Subcontract Agreement is not received by the EC/CM, fully executed and unmodified within this time frame. Failure of the Trade Contractor to enter into this agreement will result in withdrawal of the award and subsequent award to the next responsive and responsible low bidder. Bonding requirements will be as defined in individual Bid Packages.

B. Trade Contractor acknowledges that it will be subject to flow-down provisions of the contract between the Owner and the GC/CM (conditions indicated in the Division 00 and Division 01 Specifications), as well as the Subcontract between the GC/CM and the EC/CM. A redacted copy of the GC/CM – EC/CM Subcontract will be provided upon request.

Trade Contractor must submit current up to date insurance certifications that certifies that the Bidder's insurance is in compliance with the attached Subcontract Agreement requirements.

END OF SECTION



Contract No.:
Project No.:

SUBCONTRACT AGREEMENT

This SUBCONTRACT AGREEMENT (the "Agreement") is effective as of (the "Effective Date") by and between Contractor and Subcontractor as detailed below:

CONTRACTOR: EC Electric
Address: PO Box 10286
Portland, OR 97296

Contact:
Telephone:
Email:

SUBCONTRACTOR:
Address:

Contact:
Telephone:
Email:

PROJECT:

Address:

OWNER:

PRIME CONTRACTOR:

SUBCONTRACT PRICE. Contractor, for full, complete, and faithful performance of this Agreement _____, agrees to pay Subcontractor in accordance with the terms and conditions of this Agreement, the T&M amount of \$_____ **or so much of it as is payable pursuant to the terms and conditions hereof ("Subcontract Price").** **Subcontract Price is not subject to increase except as expressly provided in this Agreement.**

CONTRACT DOCUMENTS. The Contract Documents are defined as and consist of (a) this Agreement (including the cover page, general and supplemental conditions and all appendices and exhibits hereto), all Notices to Proceed issued hereunder, and all approved written amendments issued after the execution of this Agreement; (b) the Owner-Prime Contractor agreement, general and supplemental conditions and all appendices and exhibits thereto (the "Prime Contract"); (c) if Contractor does not have a direct agreement with the Owner, any upstream agreement to which the Contractor is bound, general and supplemental conditions and all appendices and exhibits thereto (the "EC Contract"), (d) amendments and/or modifications issued subsequent to the execution of the Prime Contract and/or the EC Contract, whether before or after the execution of this Agreement; and (e) the Plans and EC Subcontract Agreement

Specifications pertaining to the Project, each of which are incorporated herein. This Agreement supersedes all prior negotiations, representations or agreements, whether written or oral. The Contract Documents will be construed together so as to give effect to every part. Any conflicts or inconsistencies among the Contract Documents will be resolved in favor of the provisions imposing the higher standard or greater rights to Contractor. The following Exhibits are attached and incorporated by reference:

Exhibit A:	Description of Subcontract Work Scope
Exhibit B:	Subcontract General Conditions
Exhibit C:	Pay Request Form
Exhibit D-1 and D-2:	Lien Waiver Forms
Exhibit E:	Insurance Provisions
Exhibit S-1 and S-2:	Subcontract Safety Requirements and Questionnaire

3. SCOPE OF WORK. For valuable consideration, Subcontractor agrees as follows:

A. To furnish and perform all Work as directed in Paragraph 3 hereof, for the construction of:

In accordance with the Contract Documents as they pertain to the Work to be provided hereunder.

B. To be bound by all laws, government regulations, and orders, and all terms and conditions of the Contract Documents, to the extent of the Work and obligations herein subcontracted.

C. To provide all Work as set forth herein and in the attached exhibits ("Work"), including completion of performance of the Work by the milestones and completion dates indicated herein.

To provide the insurance coverages in the amounts identified in Exhibit E; provided however that if the Prime Contract and/or EC Contract require higher or different insurance of Subcontractor, such higher and/or different provisions shall apply.

E. To pay to Contractor the sum of \$_____ per day in liquidated damages if the Work is not Substantially Complete (as defined in the Prime Contract) by _____, regardless of whether the entire Project is subject to liquidated damage payments to the Owner or Prime Contractor. Subcontractor agrees such sum is a reasonable estimate and forecast of Contractor damages and is not a penalty. In addition, in the event Subcontractor's late delivery or late completion of the Work is the cause of Contractor owing liquidated damages to the Owner and/or Prime Contractor, Subcontractor shall be responsible for such liquidated damages as well.

DOCUMENT PRECEDENCE. In the event of conflict between any of the documents contained in this Agreement, then unless otherwise provided in the Prime Contract and/or the EC Contract, as applicable, the hierarchy of documents shall be as follows:

- A. The Subcontract Agreement
- B. Scope of Subcontract Work

- C. Drawings
- D. Specifications
- E. Subcontract General Conditions
- F. Supplemental Subcontract Terms and Conditions
- G. Exhibits to Subcontract

IN WITNESS WHEREOF, CONTRACTOR and SUBCONTRACTOR (collectively the "Parties") have executed this agreement, effective as of 06/28/2019.

CONTRACTOR:

SUBCONTRACTOR:

EC Electric

By: _____
Print Name: _____
Title: _____
OR License No.: CCB#49737
WA License No.: ECCOM**148BA

By: _____
Print Name: _____
Title: _____
Federal ID No.: _____
OR License No.: _____
WA License No.: _____

SAMPLE



SUBCONTRACT AGREEMENT

EXHIBIT A SCOPE OF SUBCONTRACT WORK

Inclusions

Exclusions

SAMPLE



SUBCONTRACT AGREEMENT

EXHIBIT B SUBCONTRACT GENERAL PROVISIONS

ARTICLE 1 OBLIGATIONS AND RESPONSIBILITIES

- 1.1 It is agreed that Subcontractor will assume toward Contractor all obligations and responsibilities which Contractor has assumed toward Owner under the Prime Contract and/or toward Prime Contractor under the EC Contract to the extent of the Work herein subcontracted. In addition to any rights and privileges granted under this Agreement, Contractor has the same rights and privileges as against Subcontractor as Owner and/or Prime Contractor has against Contractor. The Contract Documents will not be construed as creating any relationship between the Subcontractor and either the Owner or the Prime Contractor. A copy of the Prime Contract and/or EC Contract, as applicable, will be made available upon request.
- 1.2 This Agreement is contingent upon Contractor's execution of its contract for the Project. The Agreement shall be fully executed by the Parties. Contractor shall not assign or subcontract its obligations under this Agreement.
- 1.3 Subcontractor shall not subcontract any portion of the Work under this Agreement without the prior written approval of Contractor. Any subcontract designated in writing as a subcontract to Contractor shall not be used to subsequently change subcontractors without Contractor's approval, which approval shall not be unreasonably withheld. Such subcontracting shall not change the Subcontract Price or time. Subcontractor shall not assign the proceeds of this Agreement without prior written consent of Contractor and Subcontractor shall require the acceptance by the assignee of all of the terms of this Agreement for such assignment to become effective.

ARTICLE 2 DRAWINGS

- 2.1 Subcontractor agrees to furnish shop drawings and submittals in reasonably sufficient quantities to satisfy Contractor's, Prime Contractor's and Owner's requirements, for approval by Contractor, Prime Contractor, Owner or their agent, as applicable, so as not to delay progress of the Work.

ARTICLE 3 SCHEDULING/COORDINATION

- 3.1 Time is of the essence in Subcontractor's performance of this Agreement. Contractor shall give Subcontractor advance notice of the anticipated starting date for the Subcontract Work. Contractor shall have complete control of the Project (other than Subcontractor's safety responsibilities) and shall have the right to decide the time or order in which the various portions of the Work shall be installed or the priority of the work of other subcontractors and, in general, all matters representing the timely and orderly conduct of the Work on the Project. Contractor or Prime Contractor may

prepare a Project schedule for the benefit of Contractor and all subcontractors, and, if so, Subcontractor is required, after reasonable written notice, to provide Contractor promptly with such scheduling information as Contractor may demand and to perform its Work in accordance with such schedule, as it may be modified by Prime Contractor or Contractor as the Work progresses. Subcontractor shall start the Work on the date reasonably named by Contractor and shall complete all milestones and the whole of the Work herein described punctually and diligently in accordance with such schedule at such times as will enable Contractor to timely comply with the Prime Contract and/or EC Contract.

- 3.2 Subcontractor represents and acknowledges it has sufficient manpower allocated to the Work under this Agreement to meet the milestone dates of the progress schedule and to cause the Work to be Substantially Complete as required by the Prime Contract and/or the EC Contract.

Subcontractor shall be bound by any provisions in the Prime Contract and/or EC

- 3.3 Contract for liquidated damages as applicable to the Work and, if liquidated damages are assessed against Contractor by Owner and/or Prime Contractor, shall pay such damages for any delay to the extent caused by Subcontractor. The proceeding language does not limit or deprive Contractor of any right to recover separate or additional damages for delay to the extent caused by Subcontractor.

Other subcontractors and suppliers may be working at the Project during

Subcontractor's performance of the Work, and possibly in the same area.

- 3.4

Coordination of Work activities shall be th

Contractor shall make final determinations as to sequence and location in the event of conflict known to Contractor. Subcontractor shall coordinate its Work with other sub

- 3.5 Subcontractor shall deliver materials, and perform and complete its Work in accordance with the Project schedule. Subcontractor is responsible for coordinating specific delivery dates with Contractor's Project Manager and meeting those dates.

Subcontractor shall give Contractor's Project Manager ten (10) days advance notice of all major deliveries and forty-eight (48) hours final notice. Subcontractor shall have a representative on the site to receive all deliveries. Subcontractor shall complete all Work to avoid delaying other work and activity completion dates of the Project.

- 3.6 Subcontractor shall also have a representative present at Contractor's scheduled Project coordination meetings. Subcontractor shall schedule and coordinate its Work with Contractor to complete any Work conflicting with the location of any equipment or other items furnished by Contractor or other subcontractors for benefit of job progress. Any resulting Work out of sequence shall not be a basis for claim and such cost shall be considered included in the scope of this Agreement.

Should Subcontractor sustain any loss through any act or omission of, interference

- 3.7 from or operations of any other subcontractors or suppliers who impact Subcontractor's Work, Subcontractor shall have no claim or cause of action against Contractor, nor any claim for increase of the Subcontract Price or time, but may pursue a claim or use of action against the responsible subcontractor(s) or supplier(s) to recover any and all loss sustained. "Act or omission" as used herein shall include, but is not limited to, any unreasonable interruption or delay caused by any such subcontractor or supplier. Notwithstanding the foregoing, to the extent

Contractor obtains money or time recoveries for such delay, hindrance or other impacts in excess of the time or money necessary for Contractor to be made whole, as determined by Contractor, Subcontractor may make claim for its time and schedule impacts from such additional funds or time, but only to the extent such Subcontractor claim, when combined with claims of other subcontractors, does not impair Contractor being made whole, as determined by Contractor.

ARTICLE 4 **PAYMENTS**

4.1 Subcontractor shall submit payment applications to the Contractor at such reasonable time as to enable Contractor to apply for and obtain payment from the Owner and/or Prime Contractor, as applicable, and in any event not later than five (5) business days before the deadline for Contractor's application for payment. As a prerequisite for any payment, Subcontractor shall provide the following:

4.1.1 All invoices are to be submitted along with the pay request form identified as Exhibit C. Invoices are to be submitted to EC Electric-Portland, PO Box 10286, Portland, OR, 97296. Pay requests submitted later than the date indicated in Article 4.1 above and not incorporated into the Contractor's Application for Payment will be considered for payment in the following month. If the invoice due date is a Saturday or Sunday, Subcontractor shall submit such invoices on the preceding Friday. If a Subcontractor invoice is submitted late, Subcontractor shall not be entitled to payment unless Contractor, at its discretion, submits such late invoice to the Owner and/or Prime Contractor and the Owner agrees to pay on the invoice.

4.1.2 As a condition to payment, Subcontractor must submit a certified payroll if required by Contractor or as required under the Prime Contract and/or EC Contract. Subcontractor's monthly progress billing shall be supported by all documentation required for Contractor's Project Manager to audit and approve all invoices. This includes copies of all material invoices, timesheets, etc., if requested.

4.1.3 Subcontractor will receive payments from Contractor only in amounts allowed and paid to Contractor by Owner and/or Prime Contractor, as applicable, on account of Subcontractor's Work, and only to the extent of the Subcontractor's interest therein, less any deduction or offsets allowed to be deducted under this Agreement or by law. In any event, no payment, including payment of retention or other compensation to Subcontractor for Work hereunder, shall be due Subcontractor from Contractor

4.2 Subcontractor will receive payments from Contractor only in amounts allowed and paid to Contractor by Owner and/or Prime Contractor, as applicable, on account of Subcontractor's Work, and only to the extent of the Subcontractor's interest therein, less any deduction or offsets allowed to be deducted under this Agreement or by law. In any event, no payment, including payment of retention or other compensation to Subcontractor for Work hereunder, shall be due Subcontractor from Contractor

unless and until Contractor has received such payment from Owner and/or Prime Contractor, as applicable. Receipt by Contractor of such payment from Owner and/or Prime Contractor, as applicable, shall constitute and is acknowledged by Subcontractor to be an express condition precedent to Contractor's obligation to pay Subcontractor. Subcontractor acknowledges that all payments accepted by Subcontractor or which are otherwise due under this Agreement shall constitute a trust fund in favor of laborers, materialmen, government authorities, and all others who are legally entitled to claim a lien on the premises covered by this Agreement or otherwise file a claim against any retainage or payment bond. Subcontractor shall pay its own subcontractors and suppliers all sums owed them within ten (10) days of receipt of payment from or on behalf of Contractor.

- 4.3 Unless otherwise mutually agreed, Contractor shall withhold retainage from Subcontractor in the amount of **5.0000%** of each payment or such greater retainage as is required under the Prime Contract and/or EC Contract. Contractor's obligation to release retainage to Subcontractor is dependent upon proof that there are no claims that would provide the basis of a lien against the premises or payment bond, including without limitation final full lien waivers. Final payment for Work under this Agreement, including such retainage, shall be made after Contractor has received final payment from the Owner and/or Prime Contractor, as applicable, provided Subcontractor has fulfilled each of its obligations under this Agreement.

- 4.4 If the Prime Contract and/or EC Contract, as applicable, permits payment for materials delivered to the jobsite or to satisfactory storage facilities, Subcontractor may invoice for materials so delivered and provided, however, that such stored materials shall be at the risk of Subcontractor to the extent not otherwise provided.

- 4.5 Progress final payment for entire Work by Contractor, Owner or Prime Contractor, Contractor's good faith determination that the remaining balance of payment may be insufficient to insure completion of Work covered by this Agreement, or to pay lien, retainage, or claims, or for any other grounds for adjustment or withholding under the Prime Contract and/or EC Contract, as applicable. If Contractor determines in good faith that Subcontractor is obligated to Contractor or anyone else for labor, fringe benefits, taxes, supplies, materials, equipment rental or other proper charges against the Work covered by this Agreement, the amount of such obligation may be deducted by Contractor from any payment or payments, including retainage, made under this provision. Contractor shall have the right to and shall be entitled to set off against any payments to be made under this Agreement amounts for any claims or other disputes which the Contractor has against Subcontractor that arise out of or in connection with or incident to Subcontractor's work on any other projects which Subcontractor has been engaged to perform by the Contractor.

ARTICLE 5 CHANGES TO THE WORK, EXTRA WORK, DELAY, NOTICE

- 5.1 Contractor may, without invalidating this Agreement, order in writing extra Work or make changes by altering, adding to, or deducting from the Work and the Subcontract Price shall be adjusted accordingly, but subject to the terms and conditions of the Prime Contract and/or EC Contract, as applicable. All such Work shall be executed under the conditions hereof and of the Contract Documents, except that unless Contractor directs otherwise any claims for extension of time caused thereby must be agreed upon at the time of ordering such change. Subcontractor

shall make no claims for extras or changes unless the same shall be agreed upon in writing by Contractor prior to the performance of any such Work. In case of any dispute over adjustment of the Subcontract Price or time, so long as Contractor pays the undisputed sum in accordance with the terms of and conditions of this Agreement, Subcontractor shall proceed with the Work and the dispute shall be resolved in accordance with the procedures set forth in the Prime Contract and/or EC Contract, as applicable and to the extent that Contractor determines it is bound by such procedures, otherwise by the procedures set forth in the Disputes clause of this Agreement. Subcontractor acknowledges that, unless expressly stated otherwise within a written change order, any change in the Subcontract Price and time effected through a written change order shall constitute full payment and accord and satisfaction for all costs incurred, labor performed, material and equipment furnished, and any delay, acceleration, damages or loss of efficiency associated with the change in the Work, and that Subcontractor's entitlement to such Subcontract Price or time adjustments are further subject to the terms and conditions for time and price adjustment under the Prime Contract and/or EC Contract, as applicable.

- 5.2 Subcontractor shall provide written notice to Contractor within five (5) business days, or if the Prime Contract and/or EC Contract, as applicable, provides for a shorter period, within sufficient time to allow Contractor to give notice to Owner and/or Prime Contractor, after the occurrence of any instances of interruption, extra work, additional work, delay, hindrance and/or efficiency loss or any other cause of any nature whatsoever, believed by Subcontractor to entitle Subcontractor to a time or Subcontract Price adjustment. In the event Subcontractor believes it is entitled to an extension of time, Subcontractor's Statement of Claim (setting forth in detail the entitlement and quantum basis for Subcontractor's claim, supporting data and/or the entitlement basis to support and
- written notice of claim, or if the Prime Contract and/or EC Contract, as applicable, provides for a shorter time, within sufficient time to allow Contractor timely to forward Subcontractor's claim to Owner and/or Prime Contractor.

- 5.3 Failure by Subcontractor to provide timely (as provided in this Article 5) written notice and/or failure by Subcontractor to provide its timely and complete Statement of Claim for an increase in the Subcontract Price and/or time extension, shall result in an absolute waiver of Subcontractor's claim. Contractor does not waive the requirement for timely written notice and/or timely written submission of the Statement of Claim, unless Contractor's waiver is unequivocal, explicit, and in writing. Notwithstanding the foregoing, if Contractor, at Contractor's election, submits to the Owner and/or Prime Contractor any untimely or incomplete notice or Statement of Claim and Contractor actually receives recovery or extension of time based on the same, Subcontractor shall be entitled to claim such recovery or extension to time to the extent such claim (together with the claims of others) does not impair Contractor being made whole, as determined by Contractor.

- 5.4 Subcontractor shall carry on the Work and adhere to the Project schedule during all disputes or disagreements with Contractor, so long as Contractor continues to make undisputed payments to Subcontractor subject to the terms and conditions hereof (including Owner and/or Prime Contractor making such payments to Contractor). No Work shall be delayed or postponed pending resolution of any disputes or agreements.

ARTICLE 6 **NATURE OF WORK**

- 6.1 Subcontractor has satisfied itself as to the nature and locations of the Work; the character, kind and quantity of material to be encountered; the character, kind and quantity of equipment needed; the location, conditions and other matters which can in any manner effect the Work under this Agreement; and acknowledges that Subcontractor has had a reasonable opportunity to examine the site and all of the Contract Documents, including this Agreement. Prior to commencing Work, Subcontractor shall examine the site and any surfaces upon which Work is to be performed, and shall notify Contractor in writing of any conditions which might adversely affect its Work; failure to do so will constitute a waiver of entitlement to any additional compensation or contract time arising out of such conditions. Such waiver shall not apply to latent or hidden conditions unknown to Subcontractor following a reasonable examination except to the extent the Prime Contract and/or EC Contract, as applicable, includes a waiver of such claims. This clause shall not be understood to relieve Subcontractor of any additional notice requirements under this Agreement.

ARTICLE 7 **SUBCONTRACTOR EMPLOYER**

- 7.1 Subcontractor has the status of "employer" as defined by the Industrial Insurance, Workers' Compensation, Unemployment Compensation, Social Security, and other similar acts of the federal, state, and local government. Subcontractor shall withhold from its payroll applicable Social Security taxes, Worker's Compensation, and Unemployment Com _____, and withholding taxes and pay taxes and obligations. Contractor shall in no way be liable as an employer of, or on account of, any employees of Subcontractor. Before first payment is made under this Agreement, Subcontractor shall execute and deliver to Contractor an affidavit certifying that it has paid all payroll taxes and obligations. Subcontractor shall be responsible for the payment of all taxes and obligations for any and all work performed under this Agreement.
- 7.2 Subcontractor agrees that in the event the Contractor is a party to a labor agreement incorporating a Subcontractor clause, or if the Prime Contract and/or EC Contract, as applicable, provides for a Subcontractor to be bound by certain conditions, Subcontractor shall be so bound and such clause or conditions are incorporated and made a part of this Agreement. Further, Subcontractor shall employ its workers in accordance with the wage rates, terms and conditions required of the Contractor for like workers.
- 7.3 To the extent the Work under this Agreement is subject to compliance with prevailing wage laws, Subcontractor shall comply with such laws at Subcontractor's sole cost and expense, without increase to the Subcontract Price.

ARTICLE 8 **PERMITS, TAXES**

- 8.1 Owner, Prime Contractor or Contractor shall obtain and pay for the initial building permit application to the Prime Contract and/or EC Contract. Subcontractor shall obtain and pay for all permits, fees, and licenses necessary for the performance of this Agreement and shall pay any and all federal, state, and local taxes, applicable to the Work to be performed under this Agreement, and shall provide proof of payment for and procurement of the same at Contractor's request.

ARTICLE 9 MATERIALS AND MATERIAL QUALITY

- 9.1 Materials delivered by or for Subcontractor and intended to be incorporated into the construction hereunder shall remain on the jobsite and (unless otherwise provided in the Prime Contract and/or EC Contract) shall become property of Owner upon payment, but unless provided in the Prime Contract and/or EC Contract, as applicable, Subcontractor may repossess any surplus materials remaining at the completion of the Project. All scaffolding, apparatus, ways, works, machinery, and plans brought upon the premises by Subcontractor shall remain the property of (and responsibility of) Subcontractor except as otherwise provided in the Prime Contract and/or EC Contract. It shall be Subcontractor's responsibility to unload, store, and protect its materials, to bear the risk of loss thereof and to protect such material against loss until actually incorporated into the Work, and until the Work is accepted, even though title thereto may previously have passed to the Owner under the preceding provisions, except that Subcontractor shall not bear that portion of such loss to the extent it arose out of the fault of Contractor or its employees.
- 9.2 Material or Work determined by Contractor, the Project architect or engineer, Prime Contractor or Owner as failing to conform to the Contract Documents, completed or not, shall upon notice from Contractor be promptly removed by Subcontractor and replaced by Subcontractor with conforming material or Work. Failure of any such party to reject any Work or materials as installed shall not in any way waive Contractor's right to object thereto and require removal and replacement at any subsequent time.

ARTICLE 10 TAKEOVER

- 10.1 In the event Contractor's work under the Prime Contract and/or EC Contract terminates prior to Project completion, any applicable adjustment to the Subcontractor fee for Work performed under this Agreement prior to such termination will be made as provided for in the Prime Contract and/or EC Contract, as applicable; if no such provision exists, then by mutual agreement; or, failing either of these methods, as provided for in the Disputes clause of this Agreement. Subcontractor shall be entitled to termination expenses and demobilization costs only to the extent Contractor is entitled to and actually recovers the same under the Prime Contract and/or EC Contract for Work covered by this Agreement, and Subcontractor shall not be entitled to prospective profits on unperformed Work under any circumstances.
- 10.2 In the event the Owner and/or Prime Contractor, for any cause other than Contractor's default, temporarily suspends work under the Prime Contract and/or EC Contract, Contractor may order Subcontractor to suspend Work under this Agreement. Subcontractor shall not be entitled to any additional compensation or damages for such suspensions, except, and only to the same extent, Contractor is entitled to and receives additional compensation from Owner and/or Prime Contractor under the provisions of the Prime Contract and/or EC Contract for Work covered by this Agreement.
- 10.3 If Subcontractor refuses or fails to supply enough properly-skilled workers or material to maintain the schedule of Work; refuses or fails to make prompt payment to sub-subcontractors or suppliers of labor, materials or services; fails to correct, replace or re-execute faulty or defective Work done or materials furnished; disregards the law,

ordinances, rules, regulations or orders of any public authority having jurisdiction; files for bankruptcy; is guilty of a material breach of this Agreement; or commits any act or omission that may result in a Contractor default of the Prime Contract and/or EC Contract, and fails to correct the default and maintain the corrected condition within three (3) business days of receipt of written notice of the default, then Contractor, without prejudice to any rights or remedies otherwise available to it, shall have the right to any or all of the following remedies:

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

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

10.3.3 Withhold payment of any monies due or to become due Subcontractor, or make claim upon any Subcontractor performance or payment bond or performance insurance policy, pending corrective action to the extent required and to the satisfaction of Contractor.

10.3.4 Terminate this Agreement, use any apparatuses, or tools furnished or belonging to Subcontractor to complete Subcontractor's Work and furnish equipment and materials to the Contractor or use any equipment or materials which are not to be supplied by a substitute subcontractor and when procurement of substitute equipment will not delay completion of the Project. All of the costs, including reasonable overhead, profit, and attorneys' fees, incurred by Contractor in performing Subcontractor's Work shall be charged to Subcontractor and Contractor shall have the right to deduct such expenses from monies due or to become due Subcontractor. Subcontractor shall be liable for the payment of any expenses incurred in excess of the unpaid balance of the Subcontract Price.

10.3.5 In the event of any emergency, Contractor may proceed as above without notice.

10.4 Contractor may, at its option, at any time and for any reason, terminate this Agreement as to all or any portion of the uncompleted Work. Subcontractor hereby waives any claim for damages, including without limitation, consequential damages and loss of anticipated profits, on account of such termination. Upon receipt of notice of a termination, the Subcontractor shall immediately in accordance with instructions from Contractor, proceed with the performance of the following duties, regardless of delay in determining or adjusting amounts due under this Article:

10.4.1 Cease operations as specified in the notice;

- 10.4.2 Place no further orders and enter into no further agreements for materials, labor, services, equipment or facilities;
- 10.4.3 Terminate all sub-subcontracts and orders to the extent they relate to the Work terminated;
- 10.4.4 Proceed to complete the performance of the Work not terminated; and,
- 10.4.5 Take actions that may be necessary or that Contractor may direct for the protection or preservation of the terminated Work.
- 10.5 Upon such termination, Subcontractor shall recover as its sole remedy, payment for the Work properly performed in connection with the terminated portions of the Work prior to the effective date of termination and for items properly and timely fabricated off of the site; delivered and stored in accordance with Contractor's instructions.
- 10.6 Contractor shall be credited for payments previously made to Subcontractor for the terminated portion of the Work and for claims which Contractor has against Subcontractor under the Agreement.
- 10.7 Contractor may, at any time, by notice to Subcontractor, convert a termination for cause into a termination for convenience. Termination for cause or convenience shall not waive or affect Contractor's claims including claims for damages.

ARTICLE 11 **MODIFICATIONS**

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

ARTICLE 12 **STORAGE, PROTECTION, HOUSEKEEPING AND SAFETY**

- 12.1 Subcontractor acknowledges that jobsite conditions may be extremely crowded. Jobsite storage area may be made available subject to the Contractor's approval. Materials stored at the jobsite will be at the Subcontractor's own risk. Areas designated as storage are not considered permanent.
- 12.2 Stored material may require immediate relocation at Subcontractor's expense. Subcontractor is responsible for securing and protecting its own materials. Subcontractor shall be responsible for any off-site storage costs.
- 12.3 Subcontractor shall take all necessary precautions to protect work of other trades. Damage, dirt or debris caused by the failure of Subcontractor to maintain adequate protection may result in expenses charged to the responsible subcontractor for repair and cleaning.
- 12.4 Job damage caused by Subcontractor shall be reported immediately to Contractor, and Subcontractor shall be responsible for the cost of its repair.

- 12.5 Subcontractor shall regularly remove all refuse, waste, and debris produced by its operation in accordance with Contractor's requirements and any requirements of the Prime Contract and/or EC Contract, as applicable. Subcontractor shall not permit refuse to accumulate to the extent that it interferes with free access to the jobsite or creates a safety hazard. Avoidance of safety hazards through good housekeeping is an important part of Subcontractor's obligations. In the event of Subcontractor's failure or refusal to meet these requirements, refuse may be removed by Contractor and charged against the account of Subcontractor, provided that Subcontractor has received prior written notice. In the event Contractor determines emergency conditions exist, Contractor may proceed as above without prior notice.
- 12.6 Subcontractor shall provide Contractor with prompt written notice of any safety hazard or violation found anywhere on the jobsite, and of any injury which occurs on the jobsite. Subcontractor shall coordinate all locates applicable to its Work.
- 12.7 Subcontractor shall maintain and follow a self-directed Safety Program in compliance with applicable State and Federal OSHA regulations as set forth in Exhibit S-1 - Subcontract Safety Requirements. In addition, Subcontractor shall at all times comply with all aspects of the preventative substance abuse program applicable to the Project. Subcontractor understands that its employees and/or agents who fail to comply with the program will be prohibited from entering property under Contractor's control.
- 12.8 Contractor's supervisor may direct Subcontractor's superintendent to remove employees not in compliance with Subcontractor's and/or the preventative substance abuse program applicable to the Project. In the event Subcontractor does not promptly correct violations, Contractor may order Subcontractor to stop work until the violations are corrected Subcontractor.
- 12.9 Nothing in this provision or any other provision of this Agreement renders Contractor in charge of, or responsible for, in any way, Subcontractor's jobsite and employment safety obligations, and Subcontractor remains solely responsible for the same.
- 12.10 To the fullest extent allowed by law, Subcontractor agrees to defend, indemnify and hold Contractor harmless from all OSHA, State and all other safety regulatory and/or statutory 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 obligations hereunder. Contractor may charge against the sums otherwise owing to Subcontractor the amount of the fines, fees, costs, damages and expenses incurred by Contractor due to Subcontractor safety violations or claims, citations or fines assessed against Subcontractor or its subtier subcontractors.

ARTICLE 13 INSURANCE, BOND AND INDEMNITY

- 13.1 Subcontractor will maintain in effect for the duration of this Agreement, or any other time periods required herein, the insurance required by this Agreement as set forth in Exhibit E – Insurance Provisions. Subcontractor will provide Contractor with a certificate(s) of insurance conforming to the Exhibit E requirements, from Subcontractor and all subtier subcontractors, prior to performance of the Work.

13.2 If this Agreement requires Subcontractor to supply bonds for this Project, then Subcontractor shall at its own expense furnish Contractor, within ten (10) days of receipt of this Agreement, performance and payment surety bonds, acceptable to Contractor, in an amount equal to the Subcontract Price. The bonds shall be conditioned upon the full and faithful performance of all terms, provisions, and conditions of this Agreement and upon payment for all labor, materials, equipment, and supplies used in the prosecution of the Work described herein. In the event Contractor procures Subguard or similar insurance with regard to Subcontractor or its operations, Subcontractor shall provide any information or certifications required by the insurer for the same.

13.3 Subcontractor agrees to defend, indemnify, and hold harmless the Owner, Owner's architect/engineer, Prime Contractor, Contractor and Contractor's affiliated entities, as well as their employees, agents, and principals (collectively "Indemnitees") from any and all claims, demands, losses, and liabilities to or by third parties arising from, resulting from, or connected with Work or services performed or to be performed under this Agreement by Subcontractor, its agents, employees, and subtier subcontractors and suppliers of any tier, even though such claims may prove to be false, groundless or fraudulent, to the fullest extent permitted by law and subject to the limitations provided below.

13.3.1 Subcontractor's duty to indemnify Contractor shall not apply to liability for

damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Contractor or its agents or employees. Subcontractor's du

damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Contractor or its agents or employees, and of Subcontractor or its agents, employees, sub-subcontractors and suppliers of any tier, except in situations where by law fault is not a requirement for liability, in which case indemnity will be provided to the extent the liability or loss was caused by Subcontractor or its agents, employees, subcontractors and/or suppliers of any tier.

13.3.2 Subcontractor's duty to indemnify Contractor for liabilities or losses other than for bodily injury to persons or damage to property shall apply only to the extent of the fault of Subcontractor or its agents, employees, sub-subcontractors or suppliers of any tier, except in situations where by law fault is not a requirement for liability, in which case indemnity will be provided to the extent the liability or loss was caused by Subcontractor or its agents, employees, subcontractors and/or suppliers of any tier.

13.4 To the extent the Prime Contract and/or EC Contract obligates Contractor to indemnify or defend Owner and/or Prime Contractor to a greater extent than as provided above, then to the fullest extent allowed by law Subcontractor shall owe such indemnity and defense obligations to Contractor, to the extent of the acts or omissions of Subcontractor or its agents, employees, subcontractors and/or suppliers of any tier.

13.5 To the fullest extent allowed by law, Subcontractor's defense obligation is triggered immediately upon submission of a claim, regardless of whether Subcontractor asserts inapplicability or invalidity, in whole or in part, of its indemnification obligations in this Article. Defense cost recovery shall include all fees (of attorneys and experts), and costs and expenses incurred in good faith. In addition, Contractor shall be entitled to recover compensation for all of its in-house expenses (including

materials and labor) consumed in its defense. Contractor is entitled to selection of its own counsel in any proceedings subject to Subcontractor's defense obligation.

- 13.6 For purposes of the indemnity provided pursuant to this Agreement and to the fullest extent allowed by law, Subcontractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, and all other applicable Industrial Insurance and/or Worker's Compensation Acts or their equivalent in the applicable jurisdiction. Further, the indemnification obligations under this Agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable to or for any third party under Worker's Compensation Acts, Disability Benefits Acts, or other Employee Benefit Acts; provided Subcontractor's waiver of immunity by the provisions of this Article extends only to claims against Subcontractor by Indemnitees, and does not include, or extend to, any claims by Subcontractor's employees directly against Subcontractor.

By initialing below, Contractor and Subcontractor certify that the waiver of immunity contained in this Article was mutually negotiated.

Contractor: _____

Subcontractor: _____

ARTICLE 14 **DISPUTES**

- 14.1 Pass-through Claims. In the event of any dispute or claim between Contractor and the Owner and/or Prime Contractor which involves the work performed or to be performed by Subcontractor, or in the event of any dispute or claim between Contractor and Subcontractor for which Owner and/or Prime Contractor is responsible, Contractor agrees to the same extent that Contractor is bound to Owner and/or Prime Contractor by the terms of the Prime Contract and/or EC Contract, including all procedures and resulting decisions, findings, determinations, or awards made thereunder by the person so authorized in the Prime Contract and/or EC Contract, or by an administrative agency, board, court of competent jurisdiction, or arbitration, and including any award, as applicable, of prevailing party fees and expenses. Contractor's determination of whether any Subcontractor claim arises out of the Prime Contract and/or EC Contract, or is one for which the Owner and/or Prime Contractor may be responsible, shall be final and conclusive. If any dispute or claim of Subcontractor is prosecuted or defended by Contractor together with disputes or claims of Contractor against Owner and/or Prime Contractor, and Subcontractor is not directly a party, Subcontractor agrees to cooperate fully with Contractor and to furnish all documents, statements, witnesses, and other information required by Contractor for such purpose and shall pay or reimburse Contractor for all expenses and costs, including reasonable attorneys' fees incurred in connection therewith, to the extent of Subcontractor's interest in such claim or dispute.

- Dispute Resolution Procedures of the Prime Contract and/or EC Contract. If Contractor enters into mediation, arbitration and/or litigation with Owner and/or Prime Contractor or others regarding matters relating to this Agreement, whether or not the claim is a pass-through claim, Subcontractor agrees that it will join and present its claims in such proceedings with Contractor and Owner and/or Prime Contractor, and be bound by the procedure and any final determination as specified in and on the terms of the Prime Contract and/or EC Contract. Subcontractor agrees

it will not take, or will stay or suspend, any other action with respect to its claims (including but not limited to actions commenced pursuant to the Federal Miller Act, lien statutes, or any other state bond or retainage act) and will pursue no independent litigation with respect thereto, pending final determination of any resolution procedure between Owner and/or Prime Contractor and Contractor. The timely presentation, cooperation and participation by Subcontractor, in any determination of a dispute under the Prime Contract and/or the EC Contract, including any and all appeals under the disputes provision(s) of the Prime Contract and/or EC Contract, shall be conditions precedent to pursuit of any action by Subcontractor against Contractor or the Project (including without limitation lien or bond claims) with respect to any such claim or dispute. It is expressly understood and agreed that as to any and all claims asserted by Subcontractor in connection with a Project arising from the action or fault of Owner and/or Prime Contractor, Contractor shall not be liable to Subcontractor for any greater amount than Owner and/or Prime Contractor is liable to Contractor, less any markups or costs incurred by Contractor. As to any claims asserted by Subcontractor for or on account of acts or omissions of Owner or its agents or design professionals and/or Prime Contractor or its agents, at the sole option of Contractor, Subcontractor agrees to prosecute such claims in Contractor's name. Subcontractor shall have full responsibility for preparation and presentation of such claims and shall bear expenses thereof including attorneys' fees.

- 14.3 Mediation. For claims that do not involve the Owner and/or Prime Contractor, and at the sole discretion of Contractor, the Parties will endeavor to resolve their claims by mediation with the assistance of a recognized

Parties cannot mutually agree on a mediator, the mediation will be conducted in accordance with the Construction Industry Arbitration Association (the "AAA") currently in effect. Mediation is a condition

Subcontractor. The Parties will share the mediator's fees equally. The mediation will be held in Portland, Oregon, unless another location is mutually agreed upon. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction thereof.

- 14.4 Arbitration. For claims that do not involve the Owner and/or Prime Contractor, and at the sole discretion of Contractor, claims not resolved by mediation will be decided by arbitration. If the Parties cannot mutually agree on an arbitrator and the rules by which the arbitration is to be conducted, the arbitration will be conducted in accordance with the Construction Industry Arbitration Rules of the AAA currently in effect. Demand for arbitration under this Article will be filed in writing with the other party to this Agreement within thirty (30) days of any failed mediation, but in no event will demand be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations. The arbitration will be held in Portland, Oregon, unless another location is mutually agreed upon. The award rendered by the arbitrator or arbitrators will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

- 14.5 Attorney Fees. To the extent that (a) the Prime Contract or the EC Contract subjects Contractor to a prevailing party attorney fee provision; and (b) Contractor or Subcontractor employs an attorney to institute suit or demand arbitration to enforce any of the provisions in this Agreement, to protect its interest in any matter arising under this Agreement, or to recover on a surety bond given by a party under this

Agreement, the prevailing party under this Agreement will be entitled to recover reasonable attorneys' and experts' fees, costs, charges, and expenses expended or incurred therein, and in any appeal or review.

ARTICLE 15 **ADDITIONAL REQUIREMENTS**

- 15.1 Guaranty. Subcontractor shall guarantee and warrant all labor, material, and equipment for a period of one year from Substantial Completion of the Work or such longer period as is required under the Prime Contract and/or EC Contract. In addition, damage due to defects or unworkmanlike Work that may occur during this period will be promptly repaired and/or replaced by Subcontractor, including any Work which is damaged because of Subcontractor's defective workmanship or correcting of the same, with no charge to the Owner, Prime Contractor or Contractor. If the Prime Contract and/or EC Contract requires greater or additional Contractor warranty coverage of the Work, Subcontractor shall provide such warranty service at no additional charge.
- 15.2 Warranty. Subcontractor forever warrants to the Owner, Prime Contractor and Contractor that the Work, when completed, will comply fully with all Subcontract requirements and applicable building and safety codes, regulations and construction requirements imposed or enforced by any governmental agencies and in existence on the date of execution of this Agreement, without regard to any errors, omissions or deficiencies in the drawings and specifications. If Subcontractor's Work includes any professional services, Subcontractor represents and warrants that Subcontractor is duly licensed and that such services will be performed in accordance with the professional standards for such services.
- 15.3 Layout and Commencement of Work. Subcontractor shall lay out its Work and be responsible for the accuracy thereof. Commencement of Work by Subcontractor will be construed as acceptance of existing conditions and surfaces as being satisfactory for application of subsequent work and full responsibility for finished results and assumption of warranty obligations under the Agreement.
- 15.4 Subtier Subcontractors and Suppliers. Subcontractor will provide a list of all subtier subcontractors which the Subcontractor intends to utilize on the Project. Contractor reserves the right to review and approve the subtier subcontractors proposed, and Subcontractor will not retain a subtier subcontractor to which Contractor has a reasonable objection. Any subtier subcontractor and/or supplier will be bound to Subcontractor to the same extent Subcontractor is bound to Contractor and to the same extent Contractor is bound to Owner and/or Prime Contractor. Subcontractor shall include a provision to that effect in its agreements with each subtier subcontractor and supplier, and will make each subtier subcontractor and supplier agreement available to Contractor for review upon request.
- 15.5 Special Provisions for Federal and Public Contracts. 15.5.1 To the extent the Federal Prompt Payment Act applies to the Project, both Contractor and Subcontractor will fully comply with the pertinent provisions of the Federal Prompt Payment Act. Subcontractor and its subtier subcontractors will satisfy all equal opportunity employment and other fair

employment laws, regulations and orders governing the Project and governing Subcontractor's performance at or for the Project.

15.5.2 If the Project is a public contract for a public improvement and owned by a public contracting agency within the states of Oregon or Washington:

15.5.2.1 Contractor shall pay Subcontractor for satisfactory performance under this Subcontract within ten (10) days out of such amounts as are paid to the Contractor by the Owner under the Prime Contract and/or the Prime Contractor under the EC Contract. Contractor shall pay to the Subcontractor an interest penalty on amounts due in the case of each payment not made within thirty (30) days after receipt of payment from the Owner and/or Prime Contractor. Interest shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made. Interest shall be computed at the rate provided by law.

15.5.2.2 Subcontractor shall include in each of its subtier agreements a payment clause and an interest penalty clause conforming to the standards of the Oregon and/or Washington public prompt pay act statutes, as applicable, and a provision requiring the subtier subcontractor to have a public works bond filed before starting work on the Project, unless exempt according to law. Subcontractor shall also require each of its subtier subcontractors to include such clauses in their agreements with e

15

due the Subcontractor, without incurring any obligation to pay a late payment interest penalty, so long as prior notice is given to Subcontractor and to the public contracting agency. Notice of any withholding shall be issued to Subcontractor, with a copy to the Owner and Prime Contractor specifying the amount to be withheld, the specified causes for the withholding, and the remedial actions to be taken by the Subcontractor in order to receive payment of the amounts withheld.

15.5.2.4 Notwithstanding the foregoing, Contractor shall have the right to retain any amount allowable under law of any amount earned by Subcontractor until Subcontractor has filed with the public agency Owner certified statements regarding payment of prevailing wages as required by law and Contractor has verified such filing.

ARTICLE 16 MISCELLANEOUS

16.1 Force Majeure. Unless contradicted by the terms of Prime Contract and/or EC Contract, neither party will be held responsible for delay or default caused by fire, riot, acts of God, and war which is beyond such party's reasonable control. Each party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations under the Agreement.

- 16.2 Notices. Any notice provided for herein must be delivered personally or sent by mail, postage prepaid, or by email, to the respective addresses set forth on Page 1 (the cover page) hereof, or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner to the other party. Any notice personally delivered is deemed given when actually delivered. Any notice mailed is deemed given three (3) days after the date of mailing. Subcontractor may not claim failure of notice for any notice sent by Contractor that Subcontractor actually received.
- 16.3 Waiver. The failure of Contractor to enforce any provision of this Agreement will not constitute a waiver by Contractor of that or any other provision.
- 16.4 Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 16.5 Successors and Assignments. The provisions of this Agreement will be binding upon and will inure to the benefit of the Parties, and their respective successors and assigns. After the Agreement is executed, Subcontractor will not assign or transfer any of its interest in this Agreement, without the prior written consent of Contractor. Contractor as a Sub-Subcontractor. To the extent that Contractor does not have a
- 16.6 _____ direct agreement with either the Owner Contractor as used herein shall include both the Prime Contractor for the Project and the party with whom Contractor has agreed that it is the obligation that it Prime Co
- 16.7 No Discrimination. Subcontractor shall comply with all federal, state, and local laws, regulations and orders prohibiting discrimination on the basis of race, religion, sex, or national origin.
- 16.8 Governing Law; Jurisdiction; Venue. This Agreement will be governed by and construed in accordance with the laws of the state designated by the Prime Contract and/or EC Contract, as applicable, or absent such designation, under the laws of the State of Oregon without regard to principles of conflicts of law. The site of venue of any lawsuit or arbitration shall be as set forth in Article 14 herein and Subcontractor, by execution of this Agreement, hereby consents to the personal jurisdiction of said courts and venues.
- 16.9 Access to Records. For not less than three (3) years after the Agreement's expiration, or such longer duration as may be required under the Prime Contract and/or EC Contract, Contractor, and its duly authorized representatives will have access to the books, documents, papers, and records (in whatever form or format) of the Subcontractor and its subtier subcontractors which pertain to the Agreement for the purpose of making audits, examination, excerpts, discovery and transcripts. If for any reason, any part of this Agreement is involved in a dispute under Article 14 herein, Subcontractor will retain all pertinent records for not less than three (3) years or until the dispute is resolved, whichever is longer. Subcontractor will provide Contractor and its duly authorized representatives' full access to these records in preparation for and during any dispute.



SUBCONTRACT AGREEMENT

EXHIBIT C SUBCONTRACTOR / SUPPLIER PAY REQUEST

Requests for partial and/or complete payment of subcontracts shall be made in the form shown below. Progress billings not presented in this form will be returned to the vendor for proper processing and will be considered for payment the following month.

VENDOR'S NAME: _____ **Date:** _____

ADDRESS: _____ **Request No.:** _____

Project: _____
EC's Project #: 77190 - **Period from:** _____ **to:** _____

Original Subcontract Amount: Original Amount % Complete Completed to

--	--	--	--	--	--	--	--	--	--

Modification Issued Date:

No. 1
No. 2
No. 3
No. 4
No. 5
No. 6
No. 7

Revised Subcontract Amount:

Less Work Completed:

Gross Amount Due this Request:

Less Retention: _____ %

Net Amount due this Request:

A Schedule of Values, approved by the EC Electric Project Manager, may be required of certain Subcontractors. Contact EC Electric Project Manager prior to submitting initial pay request. Submit pay request to:

EC Electric
PO Box 10286
Portland, OR 97296



SUBCONTRACT AGREEMENT

EXHIBIT D-1 LIEN WAIVERS

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Parties: EC Electric (Contractor)
and _____ (Subcontractor)
Date: _____
Subcontract Date: _____
Project: _____

Upon receipt by the undersigned of checks from: _____ in the sum of _____ payable to Subcontractor and when the checks have been properly endorsed and have been paid by the bank upon which they were drawn, this document shall become effective to release any construction lien, mechanic's lien, stop notice, or bond right the undersigned has or may have on or arising out of the Project for all work, labor and materials through _____ [date]. Before a recipient of this document relies on it, said part should veri

To the extent released under the foregoing paragraph Subcontractor hereby certifies and warrants that all charges for labor, materials, or equipment might be filed, or a bond claim made, have been fully satisfied and paid and Subcontractor agrees to defend and save harmless Contractor, Prime Contractor and Owner from and against all suits, actions, claims, liens, or demands of laborers, mechanics, material suppliers, or others filed or brought against Contractor, Prime Contractor or Owner of the buildings, structures, additions or improvements constructed under the Agreement for the Project or arising out of Work performed by Subcontractor.

IN WITNESS WHEREOF, Subcontractor has executed this Conditional Waiver and Release upon Progress Payment and final discharge as of this

____ day of _____, 20____.

By: _____

Title: _____

State of _____)
County of _____) ss.

On this _____ day of _____, 20____ before me personally appeared _____, known to me to be the _____ of the Subcontractor that executed the within instrument pursuant to authority granted by its bylaws or its board of directors.

Notary Public for: _____

My Commission Expires: _____



SUBCONTRACT AGREEMENT

EXHIBIT E INSURANCE PROVISIONS

- E1.1 Upon execution of this Agreement and prior to the commencement of Work, Subcontractor shall, at its expense, procure and maintain insurance on all of its operations, in coverage forms, deductibles, and companies acceptable to Contractor. Coverage in the minimum amounts required by the following shall not relieve Subcontractor from liability in excess of such coverage. Subcontractor shall require any and all of its subtier subcontractors who perform any work to adhere to these insurance requirements. Subcontractor agrees to endorse its policy, at no cost to Contractor, if its present coverage does not meet the required coverages. **Contractor may withhold future progress payments if these insurance requirements are not met.**
- E1.2 In the event the Subcontractor does not obtain, renew or maintain the required insurance and furnish evidence thereof Contractor may procure the required coverages at the Subcontractor's expense and treat such an event as a material default under this Agreement and exercise any remedies provided under this Agreement.
- E1.3 If higher limits or other forms of insurance are required in the Contract Documents, including without limitation the Prime Contract and/or EC Contract, Subcontractor will comply with such requirements. If there is a conflict between the insurance limits or form of insurance specified in the Prime Contract and/or EC Contract and this Agreement, such higher and/or
- E1.4 Notwithstanding any provision to the contrary, all insurance coverages required by this Agreement shall continue for a period not less than the applicable statute of repose or statute of limitations, whichever is greater after the date of final acceptance.
- E1.5 Evidence of Insurance. Prior to commencing any work or services under this Agreement, Subcontractor shall furnish to Contractor, a certificate(s) of insurance evidencing policies are placed with acceptable carriers to the Contractor and provide the required coverages and limits.
- E1.5.1 Contractor shall reasonably rely upon the certificate(s) of insurance as evidence of coverage, but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies expire during the life of this Agreement, it is the Subcontractor's responsibility to forward renewal certificates.
- E1.6 Workers' Compensation and Employer's Liability Insurance. Workers' Compensation insurance shall be provided as required by any applicable law or regulation. Employer's Liability insurance (or State Stop Gap) shall be provided in amounts not less than:
- \$1,000,000 All Limits.

E1.6.1 If there is an exposure of injury to Subcontractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

E1.6.2 Subcontractor shall carry and cause all of its subtier subcontractors to carry such insurance on all of their workers at the jobsite without exception.

E1.7 Commercial General Liability Insurance. Commercial General Liability insurance shall be provided with a combined singled limit, or the equivalent, of not less than:

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal Injury Liability

\$1,000,000 Each Occurrence

E1.7.1 Subcontractor shall carry Commercial General Liability insurance, written on or equivalent to form ISO CGL 00 01 10 01 covering all operations by or on behalf of Subcontractor providing insurance for bodily injury liability and property damage liability for the limits of liability indicated above and including coverage for:

E1.7.1.1 premises and operations;

E1.7.1.2 products and completed operations;

E1.7.1.3 contractual liability insuring the obligations assumed by Subcontractor in

this Agreement (when work is by or near a railroad, any exclusion pertaining to work within 50

E1.7.1.4 broad form property damage (including completed operations)

E1.7.1.6 personal injury liability.

E1.7.2 Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit, where applicable, shall apply separately to Subcontractor's Work under this Agreement.

E1.8 Automobile Liability Insurance. Automobile Liability insurance shall be provided with a combined single limit, or the equivalent, of not less than:

\$2,000,000 Combined Single Limit

E1.8.1 Subcontractor shall carry Automobile Liability insurance, including coverage for all owned, hired and non-owned automobiles.

E1.8.2 If hauling hazardous waste, materials, or other unnamed pollutants is part of the scope of Work under this Agreement, an MCS 90 endorsement and the ISO form CA 9948 Pollution Liability Broadened Coverage must be included on the policy and noted on the insurance certificate.

E1.9 Pollution Liability Insurance. If Subcontractor's Work under this Agreement involves hazardous waste, materials or other unnamed pollutants or there is a potential risk to the environment being damaged caused by pollution conditions, Subcontractor shall secure a Pollution Liability policy. Such policy shall be written with minimum limits of not less than:

\$1,000,000 Aggregate
\$1,000,000 Each Occurrence

The policy shall be endorsed to include coverage for Transportation and Non-Owned Disposal Sites with the limits for these coverages of not less than \$1,000,000. Coverage must be written on an Occurrence basis.

E1.10 Professional Liability Insurance. If Subcontractor's Work under this Agreement includes any professional services, including but not limited to architectural, engineering, construction management, surveying, design, etc., Subcontractor shall secure Professional Liability insurance with a combined single limit, or the equivalent of not less than:
☐ \$1,000,000 or ☐ \$2,000,000 each claim, incident or occurrence.

E1.10.1 The Professional Liability insurance must be maintained throughout all applicable statutes or repose or statutes of limitations, whichever is greater after the date of final acceptance. The retroactive date must be earlier than the first date of professional services commencing.

E1.11 Property Insurance/Risk of Loss. Contractor and Subcontractor waive all rights against each other and against all other subcontractors, Prime Contractor, and Owner for loss or damage to the extent reimbursed by a Builder's Risk/Installation policy or any other property policy or equipment insurance applicable to the Project. Subcontractor shall be responsible for the deductible applicable to damage to the Subcontractor's work and/or damage to other work caused by the Subcontractor. If the work of multiple subcontractors is damaged or destroyed, Contractor shall determine each subcontractor's deductible obligation.

E1.11.1 It is the Subcontractor's responsibility to ensure that the Builder's Risk/Installation policy coverage/limits sublimits are adequate to cover Subcontractor's exposure. If Subcontractor's limits provided by the Builder's Risk/Installation policy are not adequate, Subcontractor shall procure such insurance at its own expense to protect the interests of Subcontractor and its subcontractors in the Work. Such insurance shall also apply to any of Owner's, Prime Contractor's, or Contractor's property in the care, custody or control of Subcontractor.

E1.11.2 If Contractor, Prime Contractor, or Owner has not purchased Builder's Risk/Installation policy or equivalent insurance including the full insurable value of Subcontractor's Work, then Subcontractor may procure such insurance at its own expense to protect the interests of Subcontractor and its subcontractors in the Work. Such insurance shall also apply to any of Owner's, Prime Contractor's, or Contractor's property in the care, custody or control of Subcontractor.

E1.12 Umbrella or Excess Insurance. If Subcontractor uses an umbrella or excess policies, these policies must be as broad as the primary policies and be noted on the insurance certificate(s).

E1.13 Notice of Cancellation. Certificate(s) of insurance, as evidence of the insurance required by this Agreement, shall be furnished by Subcontractor to Contractor before any Work hereunder is commenced by Subcontractor. The certificate(s) of insurance shall provide that there will be no cancellation without forty-five (45) days prior written notice to Contractor.

E1.14 Additional Insured Endorsement. Subcontractor's General Liability, Pollution Liability and Auto Liability policies must name Owner, Prime Contractor, Contractor and their officers and employees as an additional insured. The policies must be endorsed to provide primary coverage with Contractor, policies, self-insured retentions and deductibles excess and non-contributory. The General Liability Additional Insured endorsements must be written on ISO form CG 20 10 10 01 in combination with CG 20 37 10 01 or equivalent. **The additional insured endorsements must be attached to the certificate(s) of insurance.**

- E1.15 Waiver of Subrogation. Subcontractor's General Liability, Pollution Liability, Auto Liability, Workers Compensation, Employer's Liability and Property/Inland Marine policies must provide a waiver of subrogation in the favor of the Contractor, Prime Contractor, Owner, Lender, Contractor's Surety and their respective subsidiaries, directors, officers and employees. **The waiver of subrogation endorsement must be attached to the certificate(s) of insurance.**
- E1.16 Any deductibles and exclusions in coverage in the policy required by this Exhibit E, shall be assumed by and be at the sole risk of, Subcontractor or any subtier subcontractor which provides the insurance, Contractor may take such steps as are necessary to assure Subcontractor's compliance with its obligations under this provision. In the event Subcontractor fails to maintain any insurance coverage required under this Agreement, Contractor may obtain such coverage and charge the expense to Subcontractor, or terminate this Agreement.
- E1.17 The required insurance shall be subject to the approval of Contractor, but any acceptance of insurance certificates by Contractor shall in no way limit or relieve Subcontractor of the duties and responsibilities by him in this Agreement. If higher limits or other forms of insurance are required in the Contract Documents, Subcontractor will comply with such requirements.

SAMPLE



SUBCONTRACT AGREEMENT

EXHIBIT S-1 SUBCONTRACTOR SAFETY REQUIREMENTS

ARTICLE S1 Safety Requirements

S1.1 Subcontractor shall maintain and follow a self-directed Safety Program in compliance with applicable State and Federal OSHA regulations. Additionally, Subcontractor, its Project supervision and personnel shall attend and participate in safety meetings and programs as required by Contractor. Subcontractor shall use every device, care and precaution which is practical to use for the protection and safety of life and limb and without regard to the additional costs of suitable material or safety appliances and devices. Without limiting the foregoing, Subcontractor shall provide protection to prevent damage, injury or loss to:

S1.1.1 All employees on the Project and all other persons who may be effected thereby, and;

S1.1.2 All the Work, materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Subcontractor or any of its lower t

S1.1.3 Other property at the site or adjacent thereto, including trees, shrub, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation or repl

S1.2 Subcontractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations including State and Federal Hazardous Communications regulations and lawful orders of any public authority bearing on the safety of persons, property or environment or their protection from damage, injury or loss. In the event that Subcontractor fails to comply with such applicable laws, ordinances, rules, regulations and lawful orders, Subcontractor shall indemnify, defend and hold harmless from any and all liability, damages, citations, penalties and costs arising therefrom.

Prior to starting its Work, Subcontractor shall submit a Safety Plan for the Work. Submission of such Safety Plan is for Contractor's information only and the submission of such Safety Plan shall in no way relieve Subcontractor from the obligation set forth under this provision "Safety Requirements."

Subcontractor will appoint a competent Safety Representative who possesses such stature as to be able to implement change within its organization. Said Safety Representative will have overall responsibility for coordinating the weekly tool box safety meetings, complying with all reporting requirements, distribute safety handouts as required by Contractor, conduct weekly safety audits of the workplace, monitor the assured grounding program, attend Project safety meetings, and report all incidents and injuries to Contractor.

The Subcontractor shall follow the Contractor's clean-up and safety directions, and;

S1.5

S1.5.1 At all times keep the building and premises free from debris and unsafe conditions resulting from the Subcontractor's Work, and;

S1.5.2 Broom clean each Work area prior to discontinuing Work in said same.

S1.6 If the Subcontractor fails to immediately commence compliance with such safety duties or commence clean up duties within 24 hours after receipt from the Contractor of written notice of non-compliance, the Contractor may implement such safety or clean-up measures without further notice and deduct the cost thereof from any amounts due or to become due to the Subcontractor.

S1.7 To the extent required or appropriate, the Subcontractor shall provide, erect and maintain such warning signs, signals, lights, barricades, fences, shoring, cribbing and other devices on or about the Work or the Project as may be necessary for the protection of the Work or the safety of workers or the public.

S1.8 The Subcontractor shall, if necessary or appropriate to the Work, provide all labor, equipment, materials and supplies necessary for the control of traffic for the performance of the Work, without cost to the Contractor.

ARTICLE S2 Training Requirements

S2.1 Subcontractor agrees that all their employees and employees of lower tier contractors shall be in compliance with all training requirements as required by State and Federal OSHA regulations.

S2.2 Safety Orientation - On designated projects, Subcontractor and lower tier contractor

shall perform the work is performed by that employee.

S2.3

S2.4

ARTICLE S3 Documentation

S3.1 Each Subcontractor will be required to maintain the following records on the jobsite:

S3.1.1 Daily Injury Log - Subcontractor and lower tier contractors shall record all injuries requiring treatment and designate whether the level of injury was first aid, OSHA recordable, restricted work activity, or lost workday. This record will be kept on file in the Subcontractor's job office and maintained daily. Said log shall be submitted to Contractor monthly.

S3.1.2 Incident Reports - A Supervisor's Incident Report shall be filed with Contractor for all near misses, property damage and injuries within 24 hours of occurrence. Verbal notification shall occur immediately.

S3.1.3 Tool Box Meetings - Minutes - Subcontractor shall provide Contractor with a copy of the tool box safety meeting minutes and attendance roster within 24 hours of said meeting. Employees entering the site for the first time shall be administered by the contractor before any Work.

EC Subcontract Agreement

2018 Form 1001 - Tool Box Safety Meetings - s required by S3.1.3 Submit a copy of the safety meeting minutes and

attendance roster to Contractor within 24

hours of said meeting.

- S3.1.4 Material Safety Data Sheets (SDS) - Subcontractor shall provide to Contractor, upon request, a SDS on any product brought on to the Project by the Subcontractor or any lower tier contractors.
- S3.1.5 Phase Safety Plan - On certain operations on specific projects, and as required by State and Federal OSHA regulations, Contractor shall require a phase safety plan to be developed by the Subcontractor or lower tier contractors. Such plan(s) must be submitted to Contractor at least one week prior to starting the Work. The submitting Subcontractor will then train all effected workers prior to the start of and Work covered under the plan(s).
- S3.1.6 Subcontractor and its subtier subcontractors are required to perform site safety inspections/audits in accordance with State and Federal OSHA regulations or in accordance with said contractor's safety policy. Copies of all site safety inspections/audits are to be forwarded to Contractor during the week in which they are performed.
- S3.1.7 Safety violation notices issued by Subcontractor or lower tier contractor are to be forwarded to Contractor on the day of occurrence.

ARTICLE S4 First Aid and Emergency Procedures

- S4.1 Subcontractor and lower tier contractors shall report all employee injuries to Contractor immediately. Said injuries shall be documented on the Daily Injury Log and be investigated on the Supervisor's Incident Report.
- S4.2 Subcontractor and lower tier contractors shall supply first aid and CPR trained employees and medical supplies as require
- S4.3 Subcontractor and lower tier contractors shall supply first aid and CPR trained employees and medical supplies as required by the Contractor.

ARTICLE S5 Personal Protection Equipment

- S5.1 In addition to all applicable State and Federal OSHA regulations, Subcontractor and lower tier contractors are required to maintain the following minimum personal protective equipment requirements:
 - S5.1.1 Eye Protection - All Contractor projects require 100% eye protection. All Subcontractor, lower tier contractor, vendor, and visitor employees are required to wear protective eye wear at all times, except when involved in office activities in an office area. Protective eye wear must meet ANZI-87.1-1979 standards.
 - S5.1.2 Clothing - Full length, non-cuffed pants shall be worn. No shirts with sleeve length less than "T" shirt length shall be worn.
Footwear - Only substantial footwear that provides ankle support shall be worn.
 - S5.1.3 Additional foot protection shall be in accordance with State and Federal OSHA regulations.
 - S5.1.4 Hearing Protection - Hearing protection and training in said same shall be in accordance with applicable State and Federal OSHA regulations.

ARTICLE S6 Fall Protection

S6.1 In addition to all applicable State and Federal OSHA regulations, Subcontractor and lower tier contractors are required to maintain the following minimum fall protection requirements:

- S6.1.1 Subcontractor and lower tier Contractors shall develop and implement site fall protection plans as required by State and Federal OSHA regulations. Said plans are to be forwarded to the Contractor prior to performing Work under same.
- S6.1.2 Fall restraint will consist, where applicable, of standard guardrails.
- S6.1.3 Any employee exposed to a fall of over six feet will be secured by a full body harness attached to a securely rigged restraint line or anchor point. This will be met 100% of the time, no exceptions.
- S6.1.4 At the time of hire and during safety meetings, each employee shall be made aware of their obligation to wear and use full body harnesses and associated equipment when the Work task dictates. This policy will be adhered to strictly. Any employee found not to be using a full body harness as required will be subject to immediate removal from the site. Policy statements to this fact shall be acknowledged by each Subcontractor and lower tier contractor employee and placed in their personnel file for record.
- S6.1.5 Only full body harness will be used on Contractors projects. Safety belts will not be allowed.
Lanyard hooks must be the double-lock type.
- S6.1.6
- S6.1.7 Materials and tools used overhead shall be secured to prevent them from falling. roped and/or barricaded and off limits signs posted to keep people from entering areas.

ARTICLE S7 Assured Grounding Program

S7.1 All electrical equipment to be used on Contractor projects shall be tested, identified and coded pursuant to the following procedure:

- S7.1.1 A test for continuous circuitry shall be performed on all cord sets, receptacles which are not part of the permanent wiring of the building or structure, and plug-connected equipment required to be grounded.
- S7.1.2 All equipment and cord sets shall be tested before the first use, for grounding and continuity of the circuitry.
- S7.1.3 Equipment returned to service following repairs shall be tested for continuity prior to being returned to service.
All equipment shall be visually inspected before each day's use for external defects.
- S7.1.4 All equipment found to be in need of repair shall not be used until repaired and retested.

- S7.1.5 Testing of all cord sets, receptacles, and wiring shall be accomplished at intervals not exceeding three months (quarterly). At the time of the test, the items tested shall be identified by the following color coding:

1st Quarter – White 2nd Quarter – Green 3rd Quarter – Red 4th Quarter – Orange

ARTICLE S8 Hazardous Materials

- S8.1 Any flammable liquid container over 5 gallons or combustible liquid container over 50 gallons will be stored in a designated hazardous materials storage area.
- S8.2 All hazardous material containers will be properly labeled.
- S8.3 All Subcontractor Employees will be trained in the proper implementation of the hazardous materials spill procedures.

ARTICLE S9 Fire Protection Extinguishers

- S9.1 Subcontractor shall provide adequate fire protection 1 fire suppression procedures and equipment to protect their Work in-progress and their property on-site. This includes trailers, offices, equipment, tools, and construction material furnished by them or the Owner.
- S9.2 Subcontractor shall supply and maintain fire extinguishers adequate to suppress any fires within their immediate Work area.
- S9.3 Extinguishers shall be conspicuously located where they will be readily accessible and immediately available in the event of a fire. Extinguishers shall not be obstructed or obscured from view.
- S9.4 All extinguishers shall be on the hangers or in brackets provided. Extinguisher use shall be reported to Contractor on the day of occurrence.



SUBCONTRACT AGREEMENT

EXHIBIT S-2 Subcontractor Safety Questionnaire

Subcontractor: _____ **Project:** _____ **Date:** _____

1. List your firms Experience Modification Rate (EMR) for the three most recent years:

20_____ 20_____ 20_____

2. Do you conduct project safety inspections? Yes _____ No _____

If yes, how often? _____ By whom? _____

3. Please list persons responsible for safety and their experience: _____

4. Do you have a written Accident Prevention Program? Yes _____ No _____

*If yes, plan must be submitted to the E C Company Safety Manager.

5. Do you maintain a written Site Specific Safety Plan (_____
confined space, etc.)

*If yes, plan must be submitted to the E C Company Safety Manager.

6. Do you have a Safety Orientation for new hires? Yes _____ No _____

7. Do you conduct, document, and maintain attendance records of craft safety meetings?
Yes _____ No _____ If yes, what is their frequency?

8. Describe your disciplinary action procedures when you detect a deficiency in your safety
performance: _____

9. Use your OSHA Form Logs to provide the following:

Number of Fatalities:

20_____ 20_____ 20_____ 20_____

Number of Recordable Injuries:

20_____ 20_____ 20_____ 20_____

Number of Lost Workday Cases:

20_____ 20_____ 20_____ 20_____

Number of Lost Workday days:

20 20 20 20

Number of Restricted Workday Cases:

20 20 20 20

Number of Restricted Workdays:

20 20 20 20

Hours Worked During calendar Year:

20 20 20 20

10. Are Accident reports and summaries sent to the following personnel?

Project Superintendent? Yes _____ No _____ Frequency: _____

Project Manager? Yes _____ No _____ Frequency: _____

Company Vice President? Yes _____ No _____ Frequency: _____

Company President or CEO? Yes _____ No _____ Frequency: _____

11. Has your company received an OSHA/EPA citation within the last three years? Yes ____ No ____

If yes, provide the following information: Number of citations:

Cited Code and Severity/Category: _____

Number or pending citations: _____

State(s) where citations are pending: _____

12.

Do Any of Your Employees:	SA		E		I		M		P		O		S		E	
	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
Handle Asbestos Material?																
Work with Cadmium, Lead or Inorganic Arsenic?																
Work in Confined Spaces?																
Excavation/Trenching/Shoring?																
Operate Boom or Scissor Manlifts?																
Operate Forklifts?																
Work with Mechanized Equipment?																
Operate or Work with Cranes?																
Conduct Welding/Cutting?																
Work in/around High Noise?																

Work with Lasers?				
Work with either Ionized or Non-Ionized Radiation?				
Work with Hazardous or Toxic Chemicals?				
Wear Personnel Protective Equipment?				
Use Respiratory Protection?				
Have Awareness of Ergonomic Practices?				
Work with Hazardous Waste?				
Perform Lockout/Tagout?				

I understand the questions above and have answered truthfully and to the best of my knowledge.

Signature

Title

Name (Please Print)

Date

SAMPLE

SeaTac Concourse
Low Voltage Upgrades
Seatac, Washington 98158
EC PROJECT NO. 81983

Subcontract Insurance Requirements

Subcontractor shall comply with all insurance requirements, instructions, and minimum coverages included in specifications 00 70 01 - General Conditions and 00 80 00 - Supplementary Conditions — Major Construction. In addition, Subcontractor shall provide coverage and comply with the attached Sample ACORD Certificate of Insurance form and following additional instructions.

1. The certificate holder shall read:
EC ELECTRIC
2121 NW Thurman St
Portland, OR 97210
2. The description of operations shall indicate the Mortenson project name and number.
Project#: 81983 PROJECT: SeaTac Concourse Low Voltage Upgrades
3. All policies includes a waiver of subrogation (to the extent allowed by law) with regard to the following:
 - EC Electric
 - M.A. Mortenson Company
 - Port of Seattle
 - All other parties required by written contract
4. The certificate must clearly state the following are named as Additional Insureds to the General Liability, Automobile Liability, Umbrella/Excess Liability, Contractors Pollution Liability and Aircraft Liability (if required herein) Policies. Additional insureds have been named on the General Liability policy per the attached endorsements CG 20 10 07 04 and CG 20 37 07 04 or equivalent:
 - EC Electric
 - M.A. Mortenson Company
 - Port of Seattle (Owner)
 - All other parties required by written contract

Return your completed Certificate of Insurance to the certificate holder above along with the required General Liability Additional Insured Endorsements issued by your insurance carrier to jeremy.porter@ecpowerslife.com

Please note: Certificates of Insurance including copies of the general liability additional insured endorsements shall be filed with EC prior to commencing any work hereunder.

Thank you for your cooperation,

EC Electric



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement (s).

PRODUCER Subcontractor's Insurance Broker 1000 Main Street Seattle, WA 98007	CONTACT NAME: Insurance Broker Contact Name	
	PHONE (A/C No. Ext): Phone	FAX (A/C No): Fax
INSURED Subcontractor Name 700 Meadow Lane North Seattle, WA 98007	E-MAIL	
	ADDRESS: email	
	PRODUCER	
	CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURER A: A. M. Best Rating of 'A-' or better		
INSURER B: A. M. Best Rating of 'A-' or better		
INSURER C: A. M. Best Rating of 'A-' or better		
INSURER D: A. M. Best Rating of 'A-' or better		
INSURER E: A. M. Best Rating of 'A-' or better		
INSURER F: A. M. Best Rating of 'A-' or better		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> WA Stop gap coverage	Y	Y	ABC 123 456	05/01/15	05/01/16	EACH OCCURRENCE	\$ 10,000,000
							DAMAGE TO RENTED PREMISES (ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	\$ 10,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS-COMP/OP AGG	\$ 10,000,000
							Med. Expense (any one person)	\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>	Y	Y	XYZ 987 654	05/01/15	05/01/16	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							Bodily Injury (Per person)	\$
							Bodily Injury (Per accident)	\$
							Property Damage (Per accident)	\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Y	Y	UL 999 000	05/01/15	05/01/16	EACH OCCURRENCE	\$ *Refer to 1.1
							AGGREGATE	\$
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE-POLICY LIMIT	\$
C	Other PROFESSIONAL		Y	EO367529	05/01/15	05/01/16	\$ 2,000,000 claim \$ 2,000,000 aggregate	*Refer to 1.2
C	ENVIRONMENTAL LIABILITY (pollution) including mold	Y	Y	EO367555	05/01/15	05/01/16	\$ 2,000,000 or \$5,000,000 each claim \$ 2,000,000 aggregate	*Refer to 1.3

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**MAM#:** 15050016 **PROJECT:** UW - Computer Science & Engineering II

As respects the "named insured" subcontractor's operations on this project, M. A. Mortenson Company, University of Washington, LMN Architects, and all other parties required by written contract are included as Additional Insureds under the General Liability, Automobile Liability, Umbrella/Excess Liability, Contractors Pollution Liability and Aircraft Liability (if required herein) policies. Additional insureds have been named on the General Liability policy per the attached endorsements CG 20 10 07 04 and CG 20 37 07 04 or equivalent. Coverage for General Liability, Auto Liability, Excess Liability, Professional Liability, Pollution Liability and Aircraft Liability (if required herein) coverage includes a waiver of subrogation (to the extent allowed by law) against the additional insureds. Should any of the above described policies be cancelled before the expiration date thereof, the insurers will send 30 days notice of cancellation to the Certificate Holder (except 10 days for non-payment).

CERTIFICATE HOLDER**CANCELLATION**

EC ELECTRIC
2121 NW Thurman St
Portland, OR 97210

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

1988-2009 ACORD CORPORATION. All rights reserved.

ACORD 25 (2009/09)

The Acord name and logo are registered marks of ACORD

Named Insured:
POLICY NUMBER:
Policy Term

COMMERCIAL GENERAL LIABILIW
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — OWNERS, LESSEES OR
CONTRACTORS — SCHEDULED PERSON OR
ORGANIZATION

This endorsement modifies insurance provided under the following:
COM MERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
EC Electric, M.A. Mortenson and Port of Seattle (Owner) should be included here	EC Electric project name and project number should be included here
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II — Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at

Named Insured:
POLICY NUMBER:
Policy Term

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — OWNERS, LESSEES OR
CONTRACTORS — COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COM MERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NameOf Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
EC Electric, M.A. Mortenson and Port of Seattle (Owner) should be included here	EC Electric project name and project number should be included here
Informationrequiredtocomplete thisSchedule, if notshownabove, willbeshownintheDeclarations.	

Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

EXPLANATION OF SAMPLE CERTIFICATES OF INSURANCE

Subcontractors are required to provide Additional insured endorsements (CG 20 10 07 04 and CG 20 37 07 04 or equivalent) along with their certificates of insurance.

Employer's Liability, Commercial Liability and Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or

Umbrella Liability policy.

*1.1 Excess Liability

Subcontractor is required to provide total General Liability limits of \$5,000,000 if subcontractor is performing work in the following areas:

- Caissons
- Piling
- Soil stabilization or soil solidification
- Underpinning
- Tunneling
- Cofferdams
- Dewatering
- Critical building systems, including all mechanical and electrical systems
- Sheet piling or other earth retention systems
- Excavation where an engineered fill, unusual soil conditions, or rock excavation are involved
- Work involving design or performance criteria
- Furnishing and installation of products where new or a high degree of technology is required in product development
- Work involving any of the structural elements of the building
- Work involving the watertight integrity of the building, i.e. curtainwall, window systems, roofing, waterproofing, caulking, etc.

*1.2 Professional Errors and Omissions (E & O)

Subcontractor is required to provide Professional Errors and Omissions (E & O) coverage with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate, if the agreement includes design or engineering activities as listed:

- Any scope with a design/build aspect
- Testing
- Temporary engineering (tower crane foundations, formwork, etc.)
- Engineered excavations and shoring systems
- Post-tension supply
- Miscellaneous metals (typically, a performance specification)
- Structural steel (connection design)
- Specialized millwork (handrails, walkways, etc., that are typically performance-specified)
- Design/build roofing or waterproofing systems
- Curtainwall (typically, a performance specification)
- Design/build mechanical
- Fire protection systems (often, a performance specification)
- Design/build electrical
- Fire alarm systems (often, a performance specification)
- Surveying

*1.3 Environmental (Pollution) Liability

- Subcontractor is required to provide \$2,000,000 Environmental (Pollution) Liability, including mold, if performing work in the areas listed and should include coverage for Completed Operations extending four years after final acceptance of the Project by Owner or such longer period as the Contract Documents require:
 - Building enclosure systems (including without limitation, vapor or moisture barriers, roofing or flashing, exterior windows, curtain wall components or systems, plaster or stucco or exterior stone or masonry)
 - Plumbing, heating, ventilating or air conditioning systems
 - Drywall or insulation
 - Building foundations
- If the scope involves mold remediation, Environmental (Pollution) Liability limit must be increased to \$5,000,000. For remediation of any hazard materials other than mold, please contact Risk Management.