



December 7, 2021

City of Lynden
300 4th Street
Lynden, WA 98264

Attn: Steve Banham, Public Works Director
Mark Sandal, Programs Manager

Re: City of Lynden
Industrial Condensate Pipeline – Outfall

Recommendation to Award

Dear Steve and Mark,

We have reviewed all construction bid proposals for the above referenced project. Strider Construction, Inc. (Strider) provided the lowest responsive bid at \$2,659,654.08 including sales tax.

In addition to the standard bidder responsibility information, this contract includes nine additional bidder responsibility criteria. Strider provided the required information within the specified timeframe. The additional bidder responsibility criteria are summarized below, and the associated Bidder Qualifications Certificate is attached:

1. Delinquent Sales Tax. Strider does not owe any delinquent taxes to the Washington State Department of Revenue.
2. Federal Debarment. Strider is not currently debarred or suspended by the Federal Government
3. Subcontractor Responsibility. Strider provided sufficient documentation to support proper vetting and contracting with its subcontractors.
4. Claims Against Retainage Bonds. Strider indicated that they do have one claim against their retainage bond and provided additional information regarding the claim. We followed up with the Town of Friday Harbor which is the owner of the project where the claim occurred. The Town's explanation of the claim matched that provided by Strider, which consists of a claim by one of Strider's subcontractors against their bond. In our opinion this single claim does not exhibit a record of claims filed against the retainage or payment bond or exhibit a lack of effective management by Strider.
5. Public Bidding Crime. Strider has not been convicted of a public bidding crime in the past 5 years.
6. Termination for Cause / Termination for Default. Strider has not had any public works contract terminated for Cause or Default within the past 5 years.
7. Lawsuits. Strider has not had any judgements entered against them in the past 5 years. It should be noted that the claim against Strider's retainage bond in Friday Harbor has resulted in a lawsuit.

After talking with the Town of Friday Harbor and as also stated by Strider, resolution of the lawsuit is expected in spring 2022. As that lawsuit has yet to be resolved, it is not known at this time if it will result in a judgement being entered against Strider or if they will prevail in the matter.

8. Bidder's Prior Work Experience with Auger Boring. Strider is using subcontractor Gonzales Boring and Tunneling (Gonzales) for the auger boring work. Strider provided sufficient project experience for Gonzales meeting the requirements of the contract. We also checked with Staheli Trenchless Consultants, R&E's trenchless subconsultant, who stated Gonzales has completed more than 20 of their projects and will be very good.
9. Bidder's Prior Work Experience with In-Water Construction. Strider provided sufficient project experience and experienced personnel meeting the requirements of the contract.

We evaluated the bid tabulation and noted that Striders lump sum bid price for Bid Item 51, Offshore Outfall, was 41% lower than the second bidder and 48% lower than the Engineer's Estimate. Upon request, Strider provided a lump sum breakdown for Item 51. Because Striders cost for this item was so much lower than the other bidder and the Engineer's Estimate, we want to satisfy ourselves that Strider has adequately accounted for the actual cost of construction. We are satisfied that Strider has adequately covered the actual cost of construction. It appears Strider has moved some of the cost of the Offshore Outfall into their bid item for mobilization, and a dewatering bid item. When accounting for the mobilization and dewatering item, Striders total cost becomes 15% lower than the second bidder and 25% lower than the Engineers Estimate which we believe is acceptable and does not place the City in a detrimental position.

Based on the above information, we recommend that you award the contract to Strider Construction, Inc. subject to the following:

1. Required project funds are available.
2. The City of Lynden understands the risk (albeit small in our opinion) that the Ecology comment period on the Whatcom County Shorelines permit ends on December 23, 2021. Award of the contract prior to the end of the comment period creates a small risk that additional conditions are placed on the permit, that are currently not accounted for within the construction contract.

Sincerely,



Nathan, Zylstra, P.E.
Reichhardt & Ebe Engineering, Inc.

BIDDERS QUALIFICATION CERTIFICATE
Per Special Provisions Section 1-02.14

The undersigned hereby certifies and submits the following qualifications:

Name: Strider Construction Co., Inc.

Address: 4721 Northwest Drive, Bellingham, WA 98226

Washington Registration No. Expires: STRIDCC121OZ 6/23/2023 (M/D/Y)

Number of years in contracting business under present name: 33 years

Particular types of construction work performed by your company: Water and wastewater treatment facilities, roads, bridges, underground utilities, environmental remediation, highway, site work, sewer and water mains, etc.

Supplemental Criteria 1. Delinquent State Taxes

Does the Bidder owe delinquent taxes to the Washington State Department of Revenue? Yes X No

If yes, attach an explanation of the circumstances of each instance.

Supplemental Criteria 2. Federal Debarment

Is the Bidder currently debarred or suspended by the Federal government? Yes X No

Supplemental Criteria 3. Subcontractor Responsibility

Attach a copy of the Bidders standard subcontract form Please see attached.

Describe your procedure for validating the responsibility of subcontractors with whom you contract:

 Please see attached Subcontractor Responsibility Checklist to be filled out by Subcontractor signed and returned with Subcontract.

Supplemental Criteria 4. Claims Against Retainage and Bonds

Has the Bidder had claims made against retainage or bonds within the three years prior to the bid submittal date? X Yes No

If yes, attach a list of public works projects completed in the last three years and the following information for each project:

- Name of project Please see attached.
- Owner name and contact information
- Description of claim filed against retainage or bond
- An explanation of the circumstances surrounding the claim(s) and the ultimate resolution

Supplemental Criteria 5. Public Bidding Crime

Has the Bidder been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date?

_____ Yes X No

Supplemental Criteria 6. Termination for Cause / Termination for Default

Has the Bidder had any public works contract terminated for cause or for default in the five years prior to the bid submittal date?

_____ Yes X No

If yes, attach an explanation of the circumstances of each instance.

Supplemental Criteria 7. Lawsuits

Has the Bidder had any lawsuits with judgements entered against the Bidder in the five years prior to the bid submittal date?

_____ Yes X No

If yes, attach an explanation of the circumstances of each instance.

List and provide a brief summary of several recent construction projects performed that meet the RESPONSIBLE BIDDER CRITERIA as specified in this contract:

Supplemental Criteria 8. Bidders Work Experience with Auger Boring

Project 1 Name: Kent-Auburn Sewer Conveyance Project

Contractor Project Manager Name and Phone Number: Dustin Lehman, Kiewit Infrastructures
Phone: 253-943-4184

Owner Name and Phone Number: King County, Washington

Owner's Project Manager Name and Phone Number: 206-296-0100

Casing Size and Length: 201' x 60" diameter steel casing under UPRR

Pilot Tube Guidance? X Yes _____ No

Description of how the project meets supplemented criteria: Ground conditoinis, grade & tolerances

Initial Contract Value: \$ Confidential Final Contract Value: \$ Confidential

Initial Contract Time: Oct 2017 to Nov 2017 Final Contract Time: Oct 2017 to Nov 2017
(date) (date) (date) (date)

Project 2 Name: NW 48th and Schooner Creek Pump Stations

Contractor Project Manager Name and Phone Number: Casey Dark, Emery & Sons Construction
Phone: 503-588-7576

Owner Name and Phone Number: City of Newport, Oregon

Owner's Project Manager Name and Phone Number: 541-547-0603

Casing Size and Length: 282' x 42" diameter steel casing

Pilot Tube Guidance? Yes No

Description of how the project meets supplemented criteria: Similar ground conditions

Initial Contract Value: \$ 150,000.00 Final Contract Value: \$ 150,000.00

Initial Contract Time: April 2019 to May 2019 Final Contract Time: April 2019 to May 2019
(date) (date) (date) (date)

Project 3 Name: Harris Road Sewer & Water

Contractor Project Manager Name and Phone Number: Dan DeRousie, Culbert Construction
509-380-5829

Owner Name and Phone Number: City of Pasco, Washington

Owner's Project Manager Name and Phone Number: 509-544-3080

Casing Size and Length: 381' x 42" steel casing (sewer) & 381' x 36" steel casing (water)

Pilot Tube Guidance? Yes No

Description of how the project meets supplemented criteria: Both crossings used Pilot Tube methods

Initial Contract Value: 600,000.00 Final Contract Value: 600,000.00

Initial Contract Time: April 2019 to June 2019 Final Contract Time: April 2019 to June 2019
(date) (date) (date) (date)

Project 4 Name: Kino South Sports Complex Phase 1 Development

Contractor Project Manager Name and Phone Number: Mike Tadeo, KE&G Construction
Phone: 520-748-0188

Owner Name and Phone Number: Pima County, Arizona

Owner's Project Manager Name and Phone Number: 520-724-9999

Casing Size and Length: 426' x 30" steel casing

Pilot Tube Guidance? Yes No

Description of how the project meets supplemented criteria: Crossing under I-10 Freeway

Initial Contract Value: \$ 300,000.00 Final Contract Value: \$ 300,000.00

Initial Contract Time: Jan 2020 to Feb 2020 Final Contract Time: Jan 2020 to Feb 2020
(date) (date) (date) (date)

Project 5 Name: Carrier SE 8th Sanitary Sewer & Water Project

Contractor Project Manager Name and Phone Number: Daniel Migas, Nelson & Sons Construction
Phone: 360-668-3800

Owner Name and Phone Number: Toll Brothers, Inc.

Owner's Project Manager Name and Phone Number: 425-825-1955

Casing Size and Length: 264' x 42" steel casing

Pilot Tube Guidance? Yes No

Description of how the project meets supplemented criteria: Similar ground conditions.

Initial Contract Value: \$ 350,000.00 Final Contract Value: \$ 350,000.00

Initial Contract Time: July 2020 to August 2020 Final Contract Time: July 2020 to August 2020
(date) (date) (date) (date)

Supplemental Criteria 9. Bidders Work Experience with In-Water Construction

Project 1 Name: WWTP Outfall Replacement

Contractor Project Manager Name and Phone Number: Kyle J. Gebhardt, P.E. / 360-380-1234

Owner Name and Phone Number: City of Lynden / 360-354-3446

Owner's Project Manager Name and Phone Number: Becca Ochiltree, P.E. / 360-354-3446

Sheet pile cofferdam? Yes No

Description of how the project meets supplemented criteria: Install outfall in Nooksack River
with sheet pile cofferdam, bypass installation.

Initial Contract Value: 1,013,845.00 Final Contract Value: 1,020,671.00

Initial Contract Time: 7/16/2019 to 5/22/2020 Final Contract Time: 7/16/2019 to 5/22/2021
(date) (date) (date) (date)

Hydraulic Project Approval (HPA) Number: 2018-4-388+01

Project 2 Name: Wenber County Park Boat Launch & Waterfront Restoration

Contractor Project Manager Name and Phone Number: Mark Stouder / 360-380-1234

Owner Name and Phone Number: Snohomish County Parks

Owner's Project Manager Name and Phone Number: Kevin Teague / 425-388-6609

Sheet pile cofferdam? Yes No

Description of how the project meets supplemented criteria: Drove sheet pile into Lake Goodwin
in three separate areas to make three separate cofferdams.

Initial Contract Value: 2,959,151.20 Final Contract Value: 2,940,362.00

Initial Contract Time: 2/27/2018 to 3/19/2019 Final Contract Time: 2/27/2018 to 4/26/2019
(date) (date) (date) (date)

Hydraulic Project Approval (HPA) Number: 2016-4-228+1

Project 3 Name: Nason Creek Acclimation

Contractor Project Manager Name and Phone Number: _____

Owner Name and Phone Number: Grant County PUD #2 / 509-793-1503

Owner's Project Manager Name and Phone Number: Camp Fuller / 509-881-1458

Sheet pile cofferdam? Yes No

Description of how the project meets supplemented criteria: Driven sheet pile cofferdam into
Nason Creek, headwaters of Wenatchee River.

Initial Contract Value: 5,110,000.00 Final Contract Value: 5,662,096.27

Initial Contract Time: 4/1/2013 to 4/3/2014 Final Contract Time: 4/2/2013 to 8/8/2014
(date) (date) (date) (date)

Hydraulic Project Approval (HPA) Number: 124866-1

Project 4 Name: Priest Lake Thorofare Improvements

Contractor Project Manager Name and Phone Number: Nate Andersh

Owner Name and Phone Number: Idaho Water Resource Board / 208-287-4800

Owner's Project Manager Name and Phone Number: Emily Skoro / 208-287-4906

Sheet pile cofferdam? Yes No

Description of how the project meets supplemented criteria: Construct stone breakwater, in water
excavation, water control, barriers pile removal.

Initial Contract Value: 2,047,057.50 Final Contract Value: 2,111,787.81

Initial Contract Time: 9/14/2020 to 4/1/2021 Final Contract Time: 9/14/2020 to 1/22/2021
(date) (date) (date) (date)

Hydraulic Project Approval (HPA) Number: USACE NWW-2018-00499

Project 5 Name: Hoh River Erosion Site #2 Bank Stabilization

Contractor Project Manager Name and Phone Number: Jerry Curtis / 360-380-1234

Owner Name and Phone Number: WSDOT, Aberdeen Project Office / 360-705-7000

Owner's Project Manager Name and Phone Number: Ricky Bhalla, P.E. / 360-533-9346

Sheet pile cofferdam? Yes No

Description of how the project meets supplemented criteria: Riverbank work, water control,
piling.

Initial Contract Value: 2,212,436.00 Final Contract Value: 2,033,126.00

Initial Contract Time: 6/23/2014 to 10/21/2014 Final Contract Time: 6/23/2014 to 10/8/2014
(date) (date) (date) (date)

Hydraulic Project Approval (HPA) Number: 132015-2

Key Personnel Proposed for this Project

Proposed Project Manager Name and Phone Number: Jerry Curtis / 360-380-1234

Description of how the project manager meets 5 years of in-water work experience:

Please see attached resume.

Proposed Project Superintendent Name and Phone Number: Ron Zwick / 360-296-3630

Description of how the superintendent meets 5 years of in-water work experience:

Please see attached resume.

Proposed Foreman Name and Phone Number: Kevin Roosma / 360-319-4050

Description of how the foreman meets 5 years of in-water work experience:

In the 10+ years working for Strider Kevin has played a lead role in various projects that meet
this projects qualification requirements. Some sample projects are the Lynden Levee Realignment,
Abbott Levee Improvement, Lake 16 Dam Repair, Swift Creek Sediment Removal as well
as Padden Creek Daylighting.

Commercial Diver Proposed for this Project

Commercial Diving Company Name: Associated Underwater Services, Inc.

Diver's Name and Phone Number: Michael J. Eakin - Sr Estimator / Business Development - 206-948-3942

Divers ADCI Certification Number: ADCI Number 2085

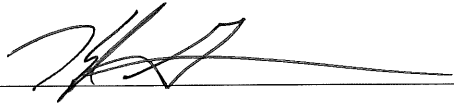
Description of how the diver meets 5 years of commercial diving experience:

AUS has been in business since 1982. Please see attached Project Reference Sheet of outfalls.

I am the Vice-President (title) of Bidder, have authority to bind Bidder, am over the age of 18, and have personal knowledge of the facts set forth above.

Dated this 1st day of December, 2021, at Bellingham (city),
WA (state).

Signature



Print Name

Kyle J. Gebhardt, P.E.

Title

Vice-President

End of Bidder's Qualification Certificate



SUBCONTRACT AGREEMENT
(Standard Long Form)

This document has important legal consequences. Before its completion or modification, consultation with an attorney is encouraged.

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

Contractor:
Strider Construction Co., Inc.
4721 Northwest Drive
Bellingham, WA. 98226
Phone: (360) 380-1234 Fax: (360) 380-3456

Subcontractor:

Fax:

Project:

Engineer:

Owner:

Job Number:

SAMPLE

No payments will be disbursed under this Subcontract until Contractor receives Subcontractor's insurance certificate as well as the following information:

WA State Contractor's License No.: Federal Tax ID No.:

WA State Unified Business ID No.: WA State Employment Security No.:

Out of State Contractor's License No.: (if applicable)

Contractor and Subcontractor agree as follows:

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

(a) Lump Sum in the amount of:

Dollars (\$), or

(b) Unit Prices as set forth on the attached Unit Price Addendum which on the basis of estimated quantities will yield a gross contract price of approximately:

Dollars (\$)

2. Work. In consideration therefore, Subcontractor agrees to furnish and perform all Work as described in Paragraph b hereof, for the construction of the Project in accordance with the contract dated the day of , 20 , between Owner and Contractor, and the general and special conditions of that contract, and in accordance with the drawings, specifications and addenda for the construction prepared by Owner's Engineers and Architects, all of which documents in their entirety are hereinafter referred to as the Main Contract and have been and remain available to Subcontractor. Subcontractor further agrees as follows:

a. To be bound by all laws, government regulations, and orders and all terms and conditions of the Main Contract, to the extent of the work herein subcontracted, which provisions are hereby incorporated by reference, and all of the terms and conditions of this Subcontract, including the following attachments, which are incorporated herein by this reference and form part of this Subcontract.

Attachments: ATTACHMENT "A" – Scope of Work
 ATTACHMENT "B" – Submittal Procedures
 ATTACHMENT "C" – Required Documentation
 ATTACHMENT "S" - Strider Construction Site Safety Protocol

- b. The term "Work" as used herein shall mean procuring and furnishing all materials, labor, supervision, safety devices, equipment, facilities, supplies, licenses, and permits necessary to complete the Work in accordance with this Subcontract and the Main Contract, including without limitation the work described in Attachment A hereto and all incidental work necessary to complete it.
- c. Under provisions of Article (Q) herein, a bond (is) (is not) required in this Subcontract.

3. **Indemnification.** Regarding the terms of the Article (W). INDEMNIFICATION, the parties by their initials here acknowledged that those terms have been separately negotiated and agreed to as part of this Subcontract:

Contractor _____ Subcontractor _____

- 4. **Project plans, specifications and addenda(s).** Subcontractor, by their initials here acknowledged that these have been provided for their use.

Contractor _____ Subcontractor _____

5. **Commencement Before Receiving Fully Executed Contract.** If Subcontractor commences performance of the Work before receiving fully executed copy of this Subcontract signed by Contractor, then Subcontractor's commencement of such Work shall serve as its agreement to be bound by the terms and conditions of this Contract including all contract documents incorporated herein by reference. Subcontractor agrees that any portion of Subcontractor's Work performed prior to the execution of the Subcontract, including but not limited to incidental preparation activities, shall be governed by and be subject to the terms and conditions of this Subcontract. This Subcontract document shall govern the performance of the Work and obligations of Subcontractor and Contractor with respect thereto. Once Subcontractor has received a fully executed copy of the Subcontract by Contractor the terms of the Subcontract documents as executed by the parties shall supersede this provision shall govern the performance of the Work and obligations of the parties with respect thereto, and which fully executed and delivered Subcontract shall be deemed effective as of the date on which Subcontractor is given notice of award of the Subcontract.

6. **Subcontractor Approval.** In the event the Owner requires the right to approve subcontractors or subcontracts, such approval shall be an express condition precedent to this Subcontract becoming binding upon the parties hereto; however, once executed and approved by the Owner, it shall become effective upon the date the Subcontractor is given notice of award of the Subcontract. In the event Owner does not approve Subcontractor or the Subcontract, this Subcontract shall become null and void without further action being required by Contractor and Contractor shall have no liability to Subcontractor in that event.

IN WITNESS WHEREOF, Contractor and Subcontractor have executed this agreement by their proper officers or duly authorized agents and these signers are to remain the respective designated representatives until further notice.

Dated: _____

Dated: _____

Strider Construction Company, Inc. (Contractor)

«SubCompanyName» (Subcontractor)

By Kyle J Gebhardt P.E.

By: _____

Its: Vice-President

Its: _____

STRIDCC1210Z
Contractor's Registration Number

Subcontractor's Registration Number

License Number

Federal Tax I.D. Number

Workers' Compensation Account I.D. Number

Unemployment Insurance Reference Number

SUBCONTRACT GENERAL CONDITIONS

A. OBLIGATIONS, RESPONSIBILITIES, AND NOTICE

- (1) It is agreed that Subcontractor will assume toward Contractor all obligations and responsibilities which Contractor has assumed under the Main Contract to the extent of the Work herein subcontracted, and Subcontractor shall be entitled to all privileges and protections granted Contractor under the Main Contract. In the event of conflict between the General Conditions of this Subcontract and any Attachment hereto, the provisions of the Subcontract shall control. In case of conflict between the terms of this Subcontract and the Main Contract, the provisions imposing the greater burden on Subcontractor shall control. Subcontractor shall designate in writing all lower-tier subcontractors to Contractor and shall not subsequently change lower-tier subcontractors without Contractor's approval. Contractor shall furnish to Subcontractor, upon Subcontractor's request, the legal description of the premises covered by the Main Contract. A copy of the Main Contract will be made available upon request.
- (2) Subcontractor shall provide written notice to Contractor within 5 days or within sufficient time to allow Contractor to give notice to Owner pursuant to the Main Contract (whichever is sooner), after occurrence of any instances of interruption, extra work, additional work, delay, hindrance and/or efficiency loss of any nature whatsoever in Subcontractor's Work, believed by Subcontractor to be caused by the acts or omissions of Contractor, other subcontractors, Owner, Architect/Engineer or the employees or agents of any of them. In the event Subcontractor believes it is entitled to receive compensation due to damages from such an occurrence(s) and/or 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 with supporting data and/or the entitlement basis to support an extension of time) shall be delivered to Contractor within an additional 15 days or within sufficient time to allow Contractor to forward Subcontractor's Statement of Claim to Owner (whichever is sooner), to meet any applicable Main Contract requirements. Failure of Subcontractor to provide timely written notice, as provided in this paragraph, and/or failure by Subcontractor to timely provide its statement of claim for an increase in the subcontract amount, or for an extension of time shall result in a 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.

B. DRAWINGS/SUBMITTALS

- (1) Subcontractor shall furnish drawings, specifications, final selections of materials and other specified items in the quantity required by the Main Contract for approval by Owner or Owner's agent so as not to delay progress of the work.
- (2) Before beginning the Subcontract Work, Subcontractor will prepare and timely, submit and resubmit as required, all shop drawings, erection drawings, diagrams, samples, manufacturer's brochures, reports and other submittals as required by the Main Contract and Attachment B. Review by Contractor is a general check only, and does not relieve Subcontractor from complying with the Main Contract. Subcontractor will notify Contractor in writing of any discrepancies or inconsistencies in the Main Contract that affect the Subcontract Work before performing the affected Subcontract Work.

C. SCHEDULING

- (1) Time is of the essence in this Subcontract. Subcontractor shall commence Work upon receipt of Contractor's notice to proceed and shall diligently prosecute the same and perform progressively as, when and in such order as directed by Contractor. If Contractor provides Subcontractor with a progress schedule ("Construction Schedule"), Subcontractor shall follow and perform in accordance with the Construction Schedule which may be changed by Contractor from time to time for any reason. Subcontractor shall perform in accordance with such modified Construction Schedule(s). No modification or alteration of the Construction Schedule shall entitle Subcontractor to any increase in the Subcontract amount, or an extension of time, unless within five (5) days after Subcontractor receives notice of the modification or alteration to the Construction Schedule, it provides written notification pursuant to paragraph A above that the modification alteration will result in additional cost or time to Subcontract.
- (2) When requested by the Contractor, Subcontractor shall develop such schedules and coordinate times required for subcontractors work on the project with the work of contractor and other subcontractors. Subcontractor shall participate and cooperate with Contractor in scheduling the times and sequences required to perform Subcontractor's Work.

- (3) Subcontractor will be bound by any provisions in the Main Contract for liquidated damages and, if liquidated damages are assessed against Contractor by Owner, or upper-tier contractor, shall pay such damages for any delay to the extent caused by Subcontractor. The preceding language shall not be construed to deprive Contractor of any right to recover separate or additional damages for delay to the extent caused by Subcontractor.
- (4) All float in Contractor's Project Schedule shall belong to Contractor exclusively and shall be used by Contractor in determining if any additional Subcontract days are to be awarded for the changes in the Subcontract or delays to Subcontractor caused by Contractor. The term "float", as used herein, is the amount of time between the early start date and the late start date, or the early finish date and the late finish date of any of the activities on Construction Schedule. Subcontractor will not be entitled to any adjustments in the Subcontract time, the Subcontract Work on the Construction Schedule, or the Subcontract amount, or to any additional payment of any sort for any reason of Contractor's use of float time. Extensions of time may be granted only for delays to activities on the critical path that actually delay the Project completion beyond the final completion date, or for delays to activities that transform an activity onto the critical path and, as a result, cause the final completion date to extend beyond the Main Contract final completion date.
- (5) Other subcontractors or subtier-subcontractors may be working at the Project during Subcontractor's performance of the Work and such concurrent activities may interfere with Subcontractor's Work. Subcontractor, subtier-subcontractors and suppliers may be engaged in ongoing activities on both the same project, and possibly the same area. Coordination of work activities shall be the responsibility of Subcontractor. Contractor will make final determinations as to sequence and location in the event of conflict. Subcontractor is required to avoid interference with other Subcontractors, subtier-subcontractors or suppliers working at the site. Contractor shall not be responsible for any interference resulting from acts, omissions or preparations of other subcontractors, subtier-subcontractors or suppliers who delay, hinder or otherwise impact Subcontractor's Work.
- (6) Should Subcontractor sustain any loss through any wrongful or negligent act or omission of any other subcontractor; or failure of any subcontractor to perform its contractual undertakings, Subcontractor shall have no claim or cause of action against Contractor for such loss, but shall have a claim or cause of acting against the responsible subcontractor(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.
- (7) Should Subcontractor fail in any respect to prosecute the Work with promptness and diligence and in such manner so as not to delay Contractor or the progress of the Project, or if the progress of the Work is such that in the Contractor's sole opinion the completion of the Work or any part thereof within the time specified is doubtful and Contractor gives Subcontractor written notice thereof, Subcontractor agrees to take all action necessary to ensure the completion of the Work or any part thereof within the time specified, including but not limited to any or all of the following: increase construction manpower in critical quantities and crafts; increase the number of working hours per shift; increase the number of shifts per working day; increase the number of working days per week; increase the amount of construction equipment; or, perform any combination of the foregoing actions. Subcontractor agrees that it shall have no claim for any adjustment in the Subcontract price or reimbursement because of extra expenses occasioned by compliance with this paragraph. Compliance with this paragraph shall not release or relieve Subcontractor from any other obligation or liability assumed under this Subcontract, nor shall such compliance prevent or stop Contractor from enforcing any other right or collecting damages or costs to which it is entitled under this Subcontract.

D. PAYMENTS

- (1) Subcontractor shall submit to Contractor applications for payment at such times as will enable Contractor to timely apply for payment from Owner. Unless otherwise mutually agreed, Contractor shall withhold retainage from Subcontractor in the amount of 5% or as required by law. Contractor's obligation to release retainage to Subcontractor shall be subject to proof that there are no unpaid claims which would provide the basis of a lien against the premises, retainage or payment bond, or subject to (1) withholding of sufficient funds or (2) furnishing an adequate and sufficient payment and performance bond. No payment received by Subcontractor shall be used to satisfy or secure any indebtedness other than one owed by Subcontractor to a person furnishing labor, equipment or materials to the Project. This restriction shall continue until the Work is completed and all indebtedness associated therewith has been paid in full.
- (2) It is agreed that as a condition precedent to any payment by Contractor to Subcontractor herein, the Contractor must first receive payment from the Owner for the Work of Subcontractor for which payment is sought. Subcontractor specifically agrees that it is relying upon the Owner's credit and not Contractor's for payment, and Subcontractor specifically accepts the risk of non-payment by the Owner. Subcontractor shall be paid for Work to date of Contractor's last progress billing date, as approved by the Owner or its representative, within 10 days after Contractor has received payment for such progress billing.
- (3) Final payment for Work under the Subcontract shall be made within thirty (30) days after Contractor has received final or complete payment from the Owner; provided Subcontractor has completed its Work and fulfilled each of its obligations under the Subcontract. Final payment is conditioned upon Subcontractor paying all material and labor claims (including labor fringe payments due) and paying all lienable claims for labor, materials, equipment, and supplies in connection with the Work and paying all federal, state and municipal taxes and licenses, including sales taxes, if any, for which Subcontractor, or any of its suppliers, or any subcontractor of Subcontractor may be liable in connection with the Subcontract, and including any obligations

incurred by Subcontractor in carrying out the Subcontract, and conditioned upon Subcontractor furnishing Contractor with evidence that all of the same have been paid. Final payment is also conditioned upon the receipt of all required documentation, including, but not limited to, as-built drawings, operation and maintenance manuals, and required testing and certification of any and all equipment and/or materials provided for the project. When required by Contractor, and as a condition precedent to any payment, Subcontractor shall provide in a form satisfactory to Contractor, lien and bond claim waivers or releases, claim waivers or releases, and affidavits of payment from Subcontractor, and its lower-tier subcontractors and suppliers of any tier, for the completed portion of Subcontractor's Work.

- (4) If the Main Contract permits payment for materials delivered to the jobsite or to satisfactory storage facilities, Subcontractor may invoice for materials so delivered and receive payment as outlined above, provided, however, that such stored materials shall be at the risk of Subcontractor until acceptance of the Subcontract Work. Subcontractor shall notify Contractor of the assignment of the proceeds of this Subcontract prior to such assignment and shall require the acceptance by Assignee of the terms of this Subcontract including the obligation for adjustments and return to Contractor of overpayments. Subcontractor acknowledges that all payments accepted by them or which are otherwise due under this Subcontract shall constitute a trust fund in favor of laborers, materialmen, governmental authorities, and all others who are legally entitled to claim a lien on the premises covered by this Subcontract or otherwise file a claim against any retainage or payment bond. Subcontractor shall pay its own subcontractors and suppliers all sums owed them within ten days of receipt of payment from or on behalf of Contractor. Subcontractor agrees that no assignment of any payment otherwise due under this Subcontract shall be effective without first securing the express approval of any Assignee to the limitations contained in this subsection.
- (5) Progress payments shall be deemed advances and are subject to adjustment at any time prior to final payment for errors, overpayment or Contractor's good faith determination that the remaining balance of payment may be insufficient to insure completion of work covered by this Subcontract or to pay lien, retainage, or bond claims. If Contractor determines in good faith that Subcontractor is obligated to Contractor or anyone else for labor, fringe benefits, taxes, supplies, materials, equipment rental or other proper charges against the work covered by this Subcontract, the amount of such obligation may be deducted by Contractor from any payment or payments, including retainage, made under this provision. Provided further that Contractor may from time to time require, and Subcontractor shall promptly provide, a statement in writing setting forth what amounts, if any, are due or payable by Subcontractor to third parties for labor, fringe benefits, taxes, supplies, materials, equipment, or other proper charges against the work in connection with, or arising out of the performance of, this Subcontract.
- (6) With respect to any and all payments to be made by Contractor to Subcontractor under this Subcontract, Contractor, at its option, may issue joint checks payable to Subcontractor and any of Subcontractor's creditors, (including materialmen, suppliers, sub-subcontractors, and trust funds) to the extent Contractor in good faith deems it appropriate to insure that payments required from Subcontractor or any of his subcontractors with respect to the Work are paid.

E. CHANGE ORDERS

Contractor may, without invalidating this Subcontract, 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. All such work shall be executed under the conditions hereof and of the Main Contract, except that 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 unless the same shall be agreed upon in writing by Contractor prior to the performance of any such extra work. If the request for additional work originated from the Owner, Contractor will pay Subcontractor for that work once it has been fully accepted by Owner and within 10 days after Owner has paid Contractor for such work. Subcontractor agrees that Contractor's receipt of payment from Owner is a condition precedent to Subcontractor's right to payment from Contractor. For additional work which originated with Contractor, rather than with Owner, Contractor will pay Subcontractor within 30 days after acceptance of the work by Contractor. In case of any dispute over adjustment of the Subcontract price or time, Subcontractor shall proceed with the work and the dispute shall be resolved in accordance with the procedures set forth in the Main Contract, to the extent that Contractor is bound by such procedures, otherwise by the procedures set forth in Article (V). Subcontractor shall not be entitled to any additional compensation or extension of time unless Subcontractor shall have made written request to Contractor for such within sufficient time to permit Contractor to give timely notice to Owner. Subcontractor acknowledges that, unless expressly stated otherwise within a written change order, any change in the contract price and time effected through a written change order shall constitute full payment and accord and satisfaction for all cost incurred, labor performed; material and equipment furnished, any overhead profit, and any delay, acceleration, or loss of efficiency associated with the change in the work.

F. NATURE OF WORK

Subcontractor has satisfied itself as to the nature and location of the Work, the character, kind and quantity of material to be encountered, the character, kind and quantity of equipment needed, the location, conditions and other matters which can in any manner effect the work under this Subcontract agreement, and acknowledges that Subcontractor has had a reasonable opportunity to examine the site, all of the Main Contract documents and this Subcontract. Prior to commencing work, Subcontractor shall examine the site and any surfaces upon which work is to be performed, and shall notify Contractor in writing of any conditions which might adversely effect its work. Failure to do so will constitute a waiver of entitlement to any additional compensation or

contract time arising out of such conditions. This clause shall not be understood to relieve Subcontractor of any additional notice requirements under this Subcontract or the Main Contract.

G. INDEPENDENT CONTRACTOR/EMPLOYER

- (1) Subcontractor specifically agrees that it is, or prior to the start of the Work will become, and will remain during the performance of this Subcontract, an independent contractor. 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 further warrants and acknowledges the following: (a) Subcontractor is customarily engaged in an independently established business of the same nature as the Work performed under this Subcontract; (b) Subcontractor is responsible for filing a schedule of expenses with the IRS for the type of business Subcontractor is conducting; (c) Subcontractor has an account with the Department of Revenue and other appropriate state agencies for the payment of all applicable state taxes, and has registered for and received a unified business identifier number from the state in which the Project is located and (d) Subcontractor maintains a separate set of books or records that reflect all items of income and expenses of its business.
- (2) Subcontractor shall withhold from its payroll applicable Social Security taxes, Workers' Compensation and Unemployment Compensation contributions, and withholding taxes and pay the same. Contractor shall be in no way liable as an employer of, or on account of, any employees of Subcontractor. Before final payment is made under this Subcontract, Subcontractor shall furnish Contractor affidavits certifying that it has complied with these laws, rules and regulations. Subcontractor hereby agrees to indemnify Contractor for any and all liability under such laws arising from the Work performed under this Subcontract.

H. PERMITS, TAXES

Subcontractor shall obtain and pay for all permits, fees, and licenses necessary for the performance of this Subcontract and shall pay any and all federal, state, and local taxes, applicable to the Work to be performed under this Subcontract.

I. MATERIALS/WORKMANSHIP

- (1) Materials delivered by or for Subcontractor and intended to be incorporated into the construction hereunder shall remain on the jobsite and shall become property of Owner upon payment, but Subcontractor may repossess any surplus materials remaining at the completion of the contract. All scaffolding, apparatus, ways, works, machinery, and plants brought upon the premises by Subcontractor shall remain its property. It shall be Subcontractor's responsibility to unload, store, and protect its materials, to bear the risk of loss thereof and to protect such material against loss until actually incorporated into the Work, and until the Work is accepted, even though title thereto may previously have passed to the Owner under the preceding provisions, except that Subcontractor shall not bear that portion of such loss to the extent it arose out of the fault of Contractor or its employees.
- (2) In the event Owner or Contractor furnishes material or equipment to Subcontractor to be incorporated in the Work, Subcontractor shall, immediately upon receipt, make full inspection as to the physical condition and suitability of the material or equipment, and shall immediately notify Contractor in writing, of any defect or nonconformity in the material or equipment. If Subcontractor fails to provide such written notice within forty-eight (48) hours of discovery of each defect or nonconformity, Subcontractor shall be liable for all damages, and shall indemnify and defend Contractor against any claims arising or alleged to have arisen out of such defect or nonconformity.
- (3) All Work shall be performed by Subcontractor in a neat, skillful and good workmanlike manner and the same shall be fit for intended use both as to workmanship and materials. Subcontractor warrants that the materials furnished and the Work performed will strictly comply with the Main Contract and this Subcontract. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work, and shall be new and to the best of their respective kinds, except such materials as may be expressly otherwise provided in the Main Contract.

J. TERMINATION AND TAKEOVER

- (1) **Termination/Suspension by Owner:** In the event Contractor's Work under the Main Contract is terminated, other than for Contractor's default, prior to project completion, an equitable adjustment to the contract price for Work performed under this Subcontract prior to such termination will be made as provided for in the Main Contract; if no such provision exists, then by mutual agreement; or, failing either of these methods, by arbitration as provided for in the Disputes clause of this Subcontract. Subcontractor shall be entitled to prospective profits on unperformed Work only to the extent Contractor is able to recover such profits from Owner.

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

- (2) **Termination/Suspension for Convenience:** Upon three (3) calendar days written notice to Subcontractor, Contractor may terminate this Subcontract in whole or in part for Contractor's convenience and/or at its option. Subcontractor's remedy for such termination is limited to the following: (1) payment pursuant to the terms of this Subcontract for all Work properly performed prior to termination; (2) partial payment for lump sum items of Work on the basis of the percent complete of such items at the time of termination; and (3) Subcontractor's reasonable close-out costs. In no event shall Subcontractor be entitled to any compensation for loss of anticipated profits or unallocated overhead on work not performed.
- (3) **Termination for Default:** If Subcontractor refuses or fails to supply enough properly-skilled workers or materials to maintain the schedule of Work, refuses or fails to make prompt payment to lower-tier 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, or is guilty of a material breach of this Subcontract, and fails to correct the default and maintain the corrected condition within forty-eight (48) hours of receipt of written notice of the default, then Contractor, without prejudice to any rights or remedies otherwise available to it, shall have the right to any or all of the following remedies:
- a. Supply such numbers 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 Subcontractor who shall be liable for the payment of same including reasonable overhead and profit.
 - b. Contract with one or more additional subcontractors to perform such part of Subcontractor's Work as Contractor shall determine to provide prompt completion of the Project and charge the cost thereof to Subcontractor, plus reasonable overhead and profit.
 - c. Withhold payment of any monies due or to become due Subcontractor pending corrective action to the extent required by and to the satisfaction of Contractor.
 - d. Terminate this Subcontract, use any materials, implements, equipment, appliances, or tools furnished or belonging to Subcontractor to complete Subcontractor's Work and furnish those materials, equipment, and/or employ such workers as Contractor deems necessary to maintain the orderly progress of the Work: Subcontractor's equipment shall be utilized only when equivalent equipment is not locally available to lease or will not be supplied by a substitute subcontractor or when procurement of substitute equipment will not delay completion of the Main Contract. All of the costs, including reasonable overhead, profit and attorneys' fees, incurred by Contractor in arranging for and performing Subcontractor's Work shall be charged to Subcontractor and Contractor shall have the right to deduct such expenses from monies due or to become due Subcontractor. Subcontractor shall be liable for the payment of any expenses incurred under this provision in excess of the unpaid balance of the Subcontract Price.
 - e. In the event of any emergency, Contractor may proceed as above without notice.
- (4) **Bankruptcy.** In the event Subcontractor files a chapter 7, 11 or 13 bankruptcy, Contractor and Subcontractor agree that any delay attendant to the assumption or rejection of the Subcontract by trustee or a debtor – in – possession will be prejudicial to Contractor. Consequently, Subcontractor, to minimize delay to the Project and to mitigate damages and/or other prejudice suffered by Contractor, hereby stipulates to a notice period of ten (10) calendar days for Contractor's motion to require Subcontractor to assume or reject the Subcontract.
- (5) **Assignment.** Subcontractor hereby assigns, transfers, pledges and conveys to Contractor (effective as of the date of the Subcontract, but only in the event of default, breach or failure by Subcontractor and subject to and to the extent of Contractor's acceptance of such assignment(s)), as collateral security, to secure the obligations under this Subcontract and any other indebtedness and liabilities of Subcontractor to Contractor, all of Subcontractor's rights under the Subcontract, including Subcontractor's right, title and interest in and to (1) all subcontract or supply contracts let by Subcontractor in connection therewith and such Subcontractor's or supplier's surety bonds; (2) all machinery, plant, equipment, tools and materials which shall be on the site or sites of the Work or elsewhere for purposes of the Subcontract, including all materials ordered for the Subcontract; (3) any and all sums due or to become due on the Subcontract; and (4) and actions, causes of action, claims or demands whatsoever which Subcontractor may have in any way arising out of or relating to this Subcontract.
- (6) **Damages.** If Subcontractor should default in performance of the Work or otherwise commit any act which causes delay to Contractor's Work Subcontractor shall be liable for all losses, costs, expenses, liabilities and damages, including actual damages, consequential damages and liquidated damages sustained by Contractor, or for which Contractor may be liable to Owner or any other party because of Subcontractor's default or delay.

K. UNIT PRICE

In the event this Subcontract contains unit price items it is understood and agreed that any quantities mentioned are approximations only and subject to change as required.

L. CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other for consequential or liquidated damages incurred directly by either party arising out of or related to a breach of this Subcontract, except that Subcontractor shall remain liable for indemnification and the duty to defend against any actual, consequential or liquidated damages that arise out of the Work of Subcontractor or a breach of this Agreement that are assessed against Contractor by third parties, which includes, but is not limited to, the Owner as well as any damages that are caused by an insurable event covered by insurance.

M. QUALITY/WARRANTY

- (1) Materials condemned by Contractor, Architect/Engineer, or Owner as failing to conform to the Main Contract, worked or not, shall upon notice from Contractor be immediately removed by Subcontractor. Failure of Contractor to immediately condemn any work or materials as installed shall not in any way waive Contractor's right to object thereto at any subsequent time.. Subcontractor warrants the Subcontract Work and materials furnished hereunder on the same terms, and for the same period, as Contractor warrants the work under the Main Contract. With respect to Subcontract's Work, Subcontractor shall owe all warranty obligations and responsibilities of Contractor under the Main Contract. All Subcontract warranties shall be in addition to and not in limitation of other warranties or remedies required and/or arising pursuant to applicable law.
- (2) Subcontractor warrants the Subcontract Work and materials furnished hereunder on the same terms, and for the same period, as Contractor warrants the work under the Main Contract. With respect to Subcontract's Work, Subcontractor shall owe all warranty obligations and responsibilities of Contractor under the Main Contract. All Subcontract warranties shall be in addition to and not in limitation of other warranties or remedies required and/or arising pursuant to applicable law.

N. JOB DAMAGE

Damage caused by Subcontractor, its lower-tier subcontractor or supplier of any tier, to work other than its own shall be reported immediately to Contractor and Subcontractor shall be responsible for its repair. Damage caused by Contractor to work of a Subcontractor shall be reported immediately to Subcontractor and Contractor shall be responsible for its repair.

O. SAFETY

- (1) Subcontractor and its lower-tier subcontractors shall take all reasonably necessary safety precautions pertaining to their Work and its performance, including compliance with applicable laws, ordinances, regulations and orders issued by a public authority, whether federal, state, local or other, the federal Occupational Safety and Health Act (OSHA), any similar state Acts, such as the Washington Industrial Safety and Health Act (WISHA), and any safety measures requested by Contractor. Subcontractor shall at all times be responsible for providing a safe jobsite and be responsible for the Work performance and safety of all employees, personnel, equipment and materials within Subcontractor's or its lower-tier subcontractors' care, custody or control. Subcontractor and its lower-tier subcontractors shall furnish all required safety equipment for their Work and ensure all of their employees and lower-tier subcontractors' employees have and wear personal protective equipment in compliance with applicable OSHA/WISHA requirements and Contractor's safety rules, as provided in writing to Subcontractor.
- (2) Subcontractor certifies that it and its lower-tier subcontractors are registered contractors. Subcontractor certifies that it and its lower-tier subcontractors maintain a written Accident Prevention Plan and a jobsite-specific safety plan in compliance with applicable OSHA/WISHA regulations. Subcontractor's Accident Prevention Plan should address Subcontractor's role and responsibilities pertaining to safety on the jobsite, training and corrective action and be tailored to safety and health requirements for the Work involved. Subcontractor shall have and enforce a disciplinary action schedule in the event safety violations are discovered. When and as requested by Contractor, Subcontractor shall provide information regarding safety matters.
- (3) Subcontractor shall promptly provide Contractor with written notice of safety hazard(s) or violation(s) found on the jobsite or of any injury to its or its lower-tier subcontractors' workers incurred on the jobsite.
- (4) Contractor's supervisor may direct Subcontractor's superintendent to remove employees not in compliance with the requirements of this Agreement. In the event Subcontractor does not promptly correct its safety violation, Contractor may order Subcontractor to stop Work until the violation is corrected, and may correct the violation and charge all costs of compliance to the Subcontractor.
- (5) Subcontractor agrees to defend, indemnify and hold Contractor harmless from all WISHA and/or OSHA claims, demands, proceedings, violations, penalties, assessments or fines that arise out of or relate to Subcontractor's failure to comply with any safety-related laws, ordinances, rules, regulations, orders or its obligations hereunder. Contractor may charge against the sums otherwise owing to Subcontractor the Amount of the fine and the fees, costs and expenses incurred by Contractor in the defense of the claims citation and/or fine arising from or relating to the Subcontractor's above-referenced failure. In the event sums owing are not sufficient to indemnify Contractor hereunder, Subcontractor shall pay such additional amounts as may be necessary to Contractor on demand.

P. HOUSEKEEPING AND CLEAN UP

Subcontractor shall regularly remove all refuse, waste and debris produced by its operation. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the jobsite or creates a safety hazard. Avoidance of safety hazards through good housekeeping is an important part of Subcontractor's obligations. In the event Subcontractor or its lower-tier subcontractor fails or refuses to meet these requirements, Contractor may remove refuse and charge all costs to the Subcontractor, provided that Subcontractor has received 24 hours or one full working day, whichever is greater, prior written notice. In the event Contractor determines emergency conditions exist, Contractor may proceed as above without prior notice.

Q. BOND

If Paragraph 2(c) of this Subcontract requires Subcontractor to supply bonds for this project, then Subcontractor shall as its own expense furnish Contractor, within ten (10) days of receipt of this Subcontract, performance and payment surety bonds, acceptable to Contractor, in an amount equal to the Subcontract price. The bonds shall be conditioned upon the full and faithful performance of all terms, provisions, and conditions of this Subcontract and upon payment for all labor, materials, equipment and supplies used in the prosecution of the work described herein.

R. WORKERS' COMPENSATION

Subcontractor shall furnish to Contractor evidence that it has in force Workers' Compensation Insurance including Employer's Liability, as may be required by the jurisdiction or jurisdictions in which the work is being performed. Where applicable, this shall include United States Longshoremen's and Harbor Workers' Insurance including Coverage B- Employer's Liability (Maritime) with limits not less than the Bodily Injury limits required of the Contractor by the Main Contract, but in no event less than \$1,000,000. Such evidence of insurance shall be in the form of an Insurance Certificate issued by an Insurer satisfactory to Contractor and shall provide for not less than 30 days prior written notice to Contractor of cancellation or reduction in coverage. In the event Subcontractor fails to maintain any and all insurance required by this Subcontract during the entire life of this Subcontract, Contractor may at its option, and without waiver of other available remedies, purchase such insurance in the name of Subcontractor and deduct the cost of same from payments due Subcontractor.

S. INSURANCE

- (1) Prior to commencement of Work, Subcontractor shall procure and at all times thereafter maintain with insurers acceptable to Contractor the following minimum insurance protecting the Subcontractor, Owner, and the Contractor. If the terms of the Main Contract require larger limits or additional coverage or both, Subcontractor shall provide, at Subcontractor's expense, such larger limits or additional coverage or both. If coverage is on a "claims made" basis, coverage shall be further extended to cover claims made during a one year period after completion and acceptance of all Work under this Subcontract by the Owner. Coverage in the minimum amounts required by the following shall not relieve the Subcontractor from liability in excess of such coverage.

Type of Insurance	Amount	Statutory
Workers Compensation	Statutory (or Certificate from L&I if Washington State)	
Employer's Liability (WA Stop Gap)	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products/Completed Operations Aggregate
	\$1,000,000	Personal Injury
	\$1,000,000	Each Occurrence
Automobile Liability	\$1,000,000	Combined Single Limit
Professional Liability When Applicable	\$1,000,000	Per Claim and Annual Aggregate
Pollution Liability (if applicable)	\$1,000,000	Per Occurrence/Aggregate
Umbrella or Excess limits	\$2,000,000	

- (2) To the extent of the Subcontractor's negligence, the Subcontractor's insurance coverage with the exception of Workers Compensation and Professional Liability shall be primary insurance as respects the Contractor and include a waiver of subrogation. Any insurance and/or self-insured maintained by the Contractor shall not contribute with the insurance of the Subcontractor who is the Named Insured or benefit the Subcontractor as the Named Insured in any way. Further, all general liability and umbrella policies shall contain endorsements which extend the required limits of liability to each project undertaken by the Subcontractor on a "per project" basis and the certificate shall so reflect.
- (3) Subcontractor Certificate of Insurance shall designate the Contractor as an additional insured including completed operations with respect to the Subcontractor's participation on this project. Form CG2010 10 01 and CG2037 10 01, or equal, is required as evidence of the additional insured status.

- (4) Subcontractor shall provide Contractor with certificates evidencing such insurance as so outlined above prior to beginning any Work under this agreement. All policies shall provide for forty-five (45) days advance written notice to Contractor of cancellation, material change, reduction of coverage or non-renewal. Subcontractor shall cause its Subcontractor(s) to procure insurance as outlined above. Subcontractor shall obtain policies or certificates for its Subcontractor(s) and deliver them to Contractor, if required to do so.
- (5) The furnishing of such insurance is a condition precedent to Subcontractor's right to begin performance and to receive partial payments hereunder. Any delay in performance resulting from Subcontractor's failure to furnish said insurance shall subject Subcontractor to liability for any damages Contractor may sustain.
- (6) Professional liability is required if design and/or professional services are a part of the work, to cover damages resulting from professional errors and omissions.
- (7) If Builder's Risk or any other property insurance is provided by others, Contractor and Subcontractor waive all rights against each other and Owner, and subcontractors, agents and employees each of the other, for loss or, damage to the extent covered by Builder's risk or any other property or equipment insurance, except such rights as they may have to the proceeds of such insurance. Subcontractor shall be responsible for that portion of the Builder's Risk policy's deductible (or self-insured retention) which is proportionate to the loss or damage resulting from acts or omissions attributable to Subcontractor. Subcontractor shall procure and maintain, at Subcontractor's own expense, property and equipment insurance for portions of the Subcontract Work stored off the site or in transit. Contractor and Owner neither represent nor assume responsibility for the adequacy of the Builder's Risk insurance to protect the interests of Subcontractor. It shall be the obligation of Subcontractor to purchase and maintain any supplementary property insurance that it deems necessary to protect its interest in the Work.
- (8) Contractor makes no representations that the required minimum amount of insurance is adequate to protect Subcontractor. The procuring and/or carrying of insurance shall not limit Subcontractor's obligation or liability pursuant to this Subcontract or as a matter of law.
- (9) Subcontractor shall be responsible for and shall bear any loss of or damage to the Work and all materials, supplies and equipment under the care, custody and or control or for which it is otherwise responsible until final approval and acceptance thereof by Owner, except where such loss or damage results from the sole negligence of Contractor. Subcontractor shall be responsible to Contractor for any damage to the Work, other Project work, the Project or property of Owner, Contractor or others caused by any act or omission of Subcontractor or anyone acting for or on its behalf.
- (10) Subcontractor's insurance shall not contain "cross liability" or similar exclusion that would bar coverage for claims between or among insureds and shall contain a severability of interest provision in favor of Contractor and Owner. In the event Subcontractor fails to maintain any and all insurance required by this Subcontract during the entire life of this Subcontract, Contractor may at its option, and without waiver of other available remedies, purchase such insurance in the name of Subcontractor and deduct the cost of same from payments due Subcontractor.

T. LOWER-TIER SUBCONTRACTORS AND SUPPLIERS

- (1) Any lower-tier subcontractor shall be bound to Subcontractor to the same extent Subcontractor is bound to Contractor and to the same extent Contractor is bound to Owner. Subcontractor shall incorporate by reference this Subcontract into any sub-subcontract or other agreement covering any portion of Subcontractor's Work, and Subcontractor shall cause all legal and other obligations to the extent required by law, this Subcontract, or by the Main Contract to be included in any lower-tier subcontract or purchase order. This form may be used for lower-tier subcontracts and when so used, the term Contractor shall mean Subcontractor and the term Subcontractor shall mean lower-tier Subcontractor.
- (2) Subcontractor shall not subcontract any portion of the Work without the prior written consent of the Contractor. Within 5 days of the execution of this Subcontract, Subcontractor shall submit to Contractor a written list of all lower-tier subcontractors, and material and equipment suppliers, including their addresses and telephone numbers, which Subcontractor intends to use on the project. In the event Subcontractor later intends to use other or additional lower-tier subcontractors, or material or equipment suppliers, Subcontractor must immediately provide Contractor with written notice of such intent, and their names, addresses, and telephone numbers. In the event Subcontractor fails to provide the required written information, Contractor is entitled to withhold payment from Subcontractor until such information is provided.
- (3) Contractor has the right to pay any lower-tier subcontractor or supplier of equipment or materials to Subcontractor directly or by two-party check. Payment directly to such persons by Contractor or payment of such persons by Contractor by two-party check shall not create any direct contractual or other obligations owing by Contractor to such persons.
- (4) Subcontractor shall secure the immediate release and satisfaction of any claims of lien, claims against any Contractor's bond or retainage, or claims against any other contractor's bond or retainage resulting from the performance of this Subcontract, and shall bear all expenses incurred by Contractor or Owner, investigating, resisting, or settling such liens or claims, including attorneys' fees. Subcontractor agrees to defend, indemnify, and hold Contractor and Owner harmless from any claims of lien, any claims

against any Contractor's bond or retainage, or any claims against any other contractor's bond or retainage resulting from the performance of this Subcontract.

U. MODIFICATIONS

No modification to, or waiver of any rights under this Subcontract shall be valid or binding on the parties to this Subcontract unless the same be in writing. Failure of Contractor to insist upon strict performance of any term or condition of this Subcontract, or to exercise any option herein conferred in 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.

V. DISPUTES

- (1) **Pass-through Claims:** In the event of any dispute or claim between Contractor and Owner which directly or indirectly involves the work performed or to be performed by Subcontractor, or in the event of any dispute or claim between Contractor and Subcontractor caused by or arising out of conduct for which Owner may be responsible, Subcontractor shall be bound to Contractor and Contractor agrees to be bound to Subcontractor to the same extent that Contractor is bound to Owner by the terms of the Main Contract and by any and all procedures and resulting decisions, findings, determinations, or awards made thereunder by the person so authorized in the Main Contract, or by an administrative agency, board, court of competent jurisdiction or arbitration. If any dispute or claim of Subcontractor is prosecuted or defended by Contractor together with disputes or claims of Contractor's own, and Subcontractor is not directly a party, Subcontractor shall cooperate fully with Contractor and to furnish all documents, statements, witnesses, and other information required by Contractor for such purpose and shall pay or reimburse Contractor for all expenses and costs, including reasonable attorneys' fees incurred in connection therewith, to the extent of Subcontractor's interest in such claim or dispute.

Subcontractor shall be bound by the procedure and final determinations as specified in the Main Contract and agrees that it will not take, or will suspend, any other action or actions with respect to any such claims and will pursue no independent litigation with respect thereto, pending final determination of any dispute resolution procedure between Owner and Contractor. It is expressly understood and agreed that as to any and all claims asserted by Subcontractor in connection with this project arising from the actions or fault of Owner, Contractor shall not be liable to Subcontractor for any greater amount than Owner is liable to Contractor, less any markups or costs incurred by Contractor and Subcontractor agrees that Contractor's receipt of payment from Owner is a condition precedent to Subcontractor's right to payment from Contractor. As to any claims asserted by Subcontractor for or on account of acts or omissions of Owner or its agents or design professionals, at the sole option of Contractor, Subcontractor shall prosecute such claims in Contractor's name. For any amount recovered or collected (whether through proceedings or settlement) by Subcontractor, Contractor shall be entitled to 10% of such amount received or collected as its mark-up for such claims. Subcontractor shall have full responsibility for preparation and presentation of such claims and shall bear expenses thereof including attorneys' fees.

- (2) **Arbitration:** All other claims, disputes, and other matters in question between Contractor and Subcontractor arising out of, or relating to, the Main Contract or this Subcontract, the breach thereof, or work thereunder (for which a dispute resolution procedure is not otherwise provided in the Main Contract), shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise. Contractor and Subcontractor agree to be bound by the findings and award of such arbitration finally and without recourse to any court of law other than for the enforcement of the arbitrator's decision. In any dispute between Contractor and Subcontractor, the prevailing party shall be awarded its reasonable attorneys' fees; and costs.
- (3) **Mediation:** As a condition precedent to the hearing of any trial or arbitration, the parties to this Subcontract shall submit any and all disputes between them to non-binding mediation with the assistance of an experienced mediator. The parties shall each designate a representative with full settlement authority who will participate for at least four hours in the mediation. The parties shall bear equally all expenses, exclusive of attorneys' fees, associated with the mediation.
- (4) **Owner Claims:** Should an Owner file a claim, counterclaim or cross-claim against Contractor relating to, or arising out of, in whole or in part, performance of Subcontractor's Work, Subcontractor and its surety agree to be bound to Contractor to the same extent the Contractor is bound to owner by the terms of the Main Contract shall likewise be bound by all rulings, decisions or determinations made pursuant to the Main Contract, including but not limited to the final decision of an appeal board, arbitration or court of competent jurisdiction whether or not Subcontractor or its surety is a party to such proceeding. If called for by Contractor, Subcontractor shall defend at no cost to contractor all claims, or that portion thereof, relating to or arising out of the performance of Subcontractor's Work, and shall become a party to such proceeding or determination.

W. INDEMNIFICATION

- (1) Subcontractor agrees to defend, indemnify, and hold harmless Contractor, its officers, employees and agents, from any and all claims, risk, demands, suits, judgments, losses, attorneys' fees, and liabilities to or by third parties arising from, resulting from, or connected with, directly or indirectly, Work performed or to be performed under this Subcontract by Subcontractor, its agents,

employees and lower-tier 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.

- (2) Subcontractor's duty to indemnify Contractor shall not apply to liability resulting from the sole negligence of Contractor or its agents or employees. Subcontractor's duty to indemnify Contractor for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Contractor, its agents or employees, and (b) Subcontractor, its agents, employees and lower-tier subcontractors or suppliers of any tier shall apply only to the extent of negligence of Subcontractor, its agents, employees and lower-tier subcontractors or suppliers of any tier.
- (3) Subcontractor specifically and expressly waives any immunity that may be granted under worker's compensation laws and industrial insurance, to the extent necessary, to give effect to this defense, indemnity, and hold harmless obligation. Further, the indemnification obligation under this Subcontract shall not be limited in any way by any limitation on the amount or type of damages, compensation, benefits payable to or by any third party under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.
- (4) Subcontractor shall indemnify, defend and hold Contractor harmless from any and all liability, cost, expense, damages, including attorneys' fees arising out of any breach by Subcontractor of any term or condition of this Subcontract Agreement or of the Main Contract. 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.
- (5) Subcontractor agrees that its duties and obligations under this section of the Subcontract are distinct from, independent of and not intended to be coextensive with its insurance obligations, as set forth in Article S.
- (6) Subcontractor agrees that Contractor's rights to defense, indemnity and to be held harmless by Subcontractor as set forth herein shall accrue upon discovery by Contractor of a claim, risk, loss, damage, demand, suit or expense within the scope and coverage of this Indemnification provision; notwithstanding any other statutory or contractual provision to the contrary, including but not limited to any statute of repose or statute of limitations, claims for defense and/or indemnity by Contractor against Subcontractor shall not be time barred, provided such claims for defense and/or indemnity are brought within 120 days of the service of a cause of action on such claims against Contractor by Owner or third-party to the Subcontract.

X. SEVERABILITY

If any provision of this Subcontract, or any part hereof, shall at any time be held to be invalid, in whole or in part, under any applicable federal or state law, ruling or regulation, then such provision shall remain in effect only to the extent permitted, and the remaining provisions hereof shall continue in full force and effect.

Y. USE OF CONTRACTOR'S TOOLS OR EQUIPMENT

The Subcontractor, its agents, employees, subcontractors or suppliers shall use the Contractor's tools or equipment only with the express written permission of the Contractor's designated representative and in accordance with the Contractor's terms and conditions for such use. If the Subcontractor or any of its agents, employees, subcontractors or suppliers utilize any of the Contractor's equipment, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Contractor, the Subcontractor shall defend, indemnify and be liable to the Contractor as provided in Article W for any loss or damage (including personal injury or death) which may arise from such use, except to the extent that such loss or damage is caused by the negligence of the Contractor's employees operating the Contractor's equipment..

Z. AS-BUILTS

Subcontractor shall continuously update at set of As-Built drawings as the Work progresses and provide As-Built drawings and operation and maintenance information when the Work is substantially complete.

AA. ASSIGNMENT

Any assignment, subletting or delegation by operation of law or otherwise, in whole or in part, by Subcontractor of this agreement of the Work to be performed or any claims arising hereunder without the prior written consent of Contractor shall be void. Contractor shall not recognize or be bound by any assignment of any right to payment earned or to be earned by performance hereunder by Subcontractor unless and until Subcontractor shall receive written notice which reasonably proves the assignment and identifies the rights assigned. Any assignment hereunder shall be subject to, and Contractor reserves, all rights and remedies available to Contractor by law, under this agreement as against Subcontractor, its sureties and assigns including, without limitation, rights of set-off, to retain monies, to amend or modify this agreement and to assert all other defenses and claims whether or not arising under this agreement. The making of any assignment by Subcontractor or any consent thereto by Contractor shall in no event relieve Subcontractor or its sureties hereunder of any other obligations, duties, responsibilities or liabilities.

BB. MISCELLANEOUS

- (1) This Subcontract shall be considered to have been made in and shall be interpreted under the laws of the State of Washington. THE LOCALE OF ANY ARBITRATION OR VENUE OF ANY LAWSUIT ARISING OUT OF THIS SUBCONTRACT OR THE WORK HEREUNDER SHALL BE AS PRESCRIBED IN THE MAIN CONTRACT, OTHERWISE IN WHATCOM COUNTY, WASHINGTON.
- (2) All notices shall be in writing addressed to the parties at the addresses set out in this Subcontract unless subsequently changed in conformance with this notice provision and shall be sent via tracked mail (e.g., certified mail, FedEx, etc.) .
- (3) 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.
- (4) A waiver by Contractor of any breach or violation by Subcontractor of any provision hereof or of the Main Contract shall not constitute a waiver of any further or additional breach of such provision or of any other provision. No provision of this Subcontract, including these Subcontract General Provisions, may be waived by Contractor except in writing.
- (5) All terms and conditions of Subcontractor's bid, quotation, and/or estimate are superseded by this Subcontract.
- (6) This Subcontract represents the final understanding of the parties and Contractor assumes no responsibility for any different understanding or any representations made by any of its officers, agents, or others prior to the execution of this Subcontract unless expressly stated herein.
- (7) In addition to the retainage provided for in Paragraph D and unless otherwise provided by law, five percent (5%) of the Subcontract price may be withheld by the Contractor without interest until manufacturer's certifications and statements of compliance, certification of materials origin, and operation and maintenance data are submitted and accepted by the Owner.
- (8) Unless otherwise indicated, Subcontract Work and price include all on-site technical representation as required to perform installation instruction, start-up, operational tests, owner training and all items necessary to complete the installation (fasteners, anchors, or connectors) or operation of the subject system.

CC. DAILY REPORTS

Subcontract will identify and document daily, in a manner required by the Contract Documents, any disputed, delayed or disrupted Work, as well as any work requested to be performed on a time and material basis, and Subcontractor will submit cost records of such work to Contractor's project manager, project engineer or project superintendent on a daily basis. The Contractor's signature on any daily cost report presented by Subcontractor constitutes agreement that the Work was done, but does not itself constitute agreement that Subcontractor is entitled to an adjustment in the Subcontract price or time. Under no circumstances will Contractor's signature on the cost records presented by Subcontractor alter or supersede any of the terms and conditions of this agreement. Any conflicting terms or conditions on Subcontractor's forms presented for signature at the Project site are of no force and effect. Subcontractors daily reports shall not serve as a substitute for, or relieve Subcontractor of its obligation to provide, formal written notice to Contractor as required elsewhere in the contract documents of any event giving rise to a claim or other matter that has or may adversely impact Subcontractor's ability to perform the Work in accordance with the Subcontract. Subcontractor's failure to give written notice of a claim before proceeding with the Work, or to submit daily cost reports, constitutes an agreement by Subcontractor that there will be no adjustment to the Subcontract price or time on account of the disputed, delayed or disrupted work. There will be in no adjustment to the Subcontract price or time unless procedure outlined herein is strictly followed.

DD. ENGLISH LANGUAGE

Contractor and Subcontractor agree that the ability of work personnel to understand work, safety and other job-related instructions is of critical importance. Subcontractor shall ensure that all personnel engaged to perform Work hereunder have sufficient fluency in the English language to understand such instructions. In the alternative if Subcontractor engages personnel who lack such fluency (the "non-English speaker"), Subcontractor shall at its expense provide sufficient bilingual supervisors fluent in English and the language(s) of non-English speakers to translate and communicate any a job-related instructions to the non-English speakers who shall be present on the jobsite at all times that the non-English speaker is present.

EE. SUBORDINATION OF LIEN RIGHTS

To the extent and only to the extent required by the Main Contract and/or any underlying construction financing agreements, Subcontractor expressly subordinates all contractual, constitutional, and statutory mechanic's and material men's liens to which Subcontractor may be or may become entitled to all liens and security interests securing the loan used to finance construction of the Project and expressly waives any right to remove any removable improvements from the Project. This clause is intended solely to establish the priority of potential future liens shall not be construed to limit Subcontractor's lien rights as afforded under the laws of the state in which the Project is performed.

ATTACHMENT B TO SUBCONTRACT BETWEEN
Strider Construction Company, Inc., as Contractor, and
«SubCompanyName», as Subcontractor

Strider Minimum Submittal Requirements And Procedures:

Subcontractor/Supplier shall provide Contractor with submittals within 10 days from date of Subcontract or Purchase Agreement.

Please provide electronic submittals via email to ?????@striderconstruction.com.

Subcontractor/Supplier shall transmit each specification section with its own submittal transmittal. Specifically, submitting entire divisions under one submittal transmittal is not acceptable.

Subcontractor/Supplier shall transmit **all** submittal transmittals with the following information noted on the cover sheet or they may be immediately returned:

- Strider Project No. _____.
- Subcontractor or Supplier name, address and phone number
- Specification Section No. XXXXX and Description
- Submittal Register Item No. or Specification Section paragraph number with description of what is being provided. Preferably, the portions of the submittal register that pertain to the transmittal data shall be highlighted or noted and attached to the transmittal cover sheet for reference.
- Either one of the two following clauses shall be typed on the transmittal: “The data submitted conforms to the contract documents without deviation.” OR “The data submitted hereinafter deviates from the contract documents. The deviations are as follows:”

Subcontractors/Suppliers will be allowed one re-submittal after which they may incur charges from the Owner, Engineer and Contractor for the costs of review.

Subcontractors/Suppliers shall submit the appropriate number of copies with the submittal transmittal or incur the costs for the Contractor to provide the specified number of copies.

Subcontractor/Supplier is required to provide to Contractor sets of Operation and Maintenance manuals and data as specified.

Subcontractor/Supplier shall correct and resubmit all returned submittals within ten (10) working days unless the Subcontractor/Supplier has a reasonable basis for further delay and provides Contractor with written notice stating why the re-submittals will be delayed.

END OF ATTACHMENT B

ATTACHMENT C TO SUBCONTRACT BETWEEN
Strider Construction Company, Inc., as Contractor, and
«SubCompanyName», as Subcontractor**Required Documentation**

Subcontractor shall provide to the Contractor the documentation listed below. In addition, Subcontractor must provide any additional documentation required by the Subcontract General Conditions. In the event of conflict between the requirements listed in this Attachment and the Subcontract General Conditions, then the more stringent requirement shall govern.

A. BEFORE COMMENCING WITH WORK, Subcontractor shall provide to Contractor:

- 1) A Certificate of Insurance, which names Contractor and the project Owner as an **additional insured** for this project;
- 2) A completed IRS form W-9;
- 3) A copy of their contractor's license; and
- 4) If this Subcontract relates to a public works project (i.e., at least partially federal or state funded), an original, approved Statement of Intent to Pay Prevailing Wages form from the Department of Labor & Industries. Subcontractor is aware Weekly Certified Payroll and Monthly Employment Utilization Reports are required. **It is necessary to turn in Weekly Certified Payroll and Monthly Utilization Reports even if no work was performed for that period.**

B. WITH EACH PAY ESTIMATE:

- 1) The minimum retainage is 5%, which will be withheld by the issuing agency (and therefore Contractor) until the project paperwork is complete and accepted by the owner and final payment, including retainage, has been received by Contractor;
- 2) Subcontractor may submit only those change orders, which have been approved in writing;
- 3) After the first payment, Subcontractor shall submit the Subcontractor Statement of Payment Affidavit for all subsequent payment requests;
- 4) The Contractor may require a Release of Lien and Claim from Subcontractor in a form acceptable to Contractor; and
- 5) If this Subcontract relates to a public works project (i.e., at least partially federal or state funded), Weekly Certified Payroll and Monthly Utilization Reports must be up to date through the end of the period covered in the pay estimate. **Note: Strider Construction Co., Inc. may withhold payment pending receipt of required wage and payroll documentation.** Further, the following statement must appear on each billing or pay estimate:

“Prevailing wages have been paid in accordance with the pre-filed Statement of Intent on file with the Department of Labor & Industries as approved by the Industrial Statistician.”

C. BEFORE THE RETAINAGE CAN BE RELEASED, Subcontractor shall provide to Contractor:

- 1) A Final Release of Lien and Claim in a form acceptable to Contractor.
- 2) All project documents, O&M manuals, and as-built drawings etc. as required by the Contract.
- 3) If this Subcontract relates to a public works project (i.e., at least partially federal or state funded), an original Affidavit of Wages Paid, approved by the Department of Labor & Industries. After certification or field audit by the Department of Labor & Industries, Department of Revenue and Employment Security, the owner/agency will be notified to release the retainage.

END OF ATTACHMENT C

ATTACHMENT S TO SUBCONTRACT BETWEEN
Strider Construction Company, Inc., as Contractor, and
«SubCompanyName», as Subcontractor**Strider Construction Site Safety Protocol**

Strider Construction expects ALL Subcontractors and Suppliers to adhere to the following MINIMUM safety standards at all times on all jobsites:

- a. **Eye Protection:** Safety glasses will be worn at all times in the field unless conditions exist which the Strider Superintendent deems the glasses create a safety risk. The glasses must be certified safety glasses with side shields. The only exception to this policy will be individuals in vehicles or equipment with glass protection between the individual and the work. If side windows are open, safety glasses are required.
 1. Clearing activities require an additional face shield/guard.
 2. Grinding and pressure washing require full face shields.
- b. **Hearing Protection:** Foam plugs are required at all times when working in proximity to noise generating equipment or tools. Double protection (an outer ear protection) is required for chipping, breaking, and clearing activities.
- c. **Hard Hats:** Hard hats are required at all times in the field. The hard hats must be 6 point liner connection. The only exception to this policy will be individuals in vehicles or equipment with overhead protection between the individual and the work.
- d. **High Visibility Clothing:** High visibility clothing is required as the outer garment at all times in the field. Flaggers and others involved with traffic control or high traffic areas must adhere to WISHA standards for attire.
- e. **Specialty Clothing:** The following are minimum standards for all field work:
 1. Clearing activities require chaps and boot/ankle guards.
 2. Work in or near open water requires wearing a personal floatation device.
 3. Hazardous waste sites require personal protective clothing as specified in the site specific Health and Safety Plan.
 4. Caustic material handling requires personal protective clothing (gloves and possibly respirators or filters) as prescribed in the MSDS information.
- f. **Personal Clothing:** The following are minimum standards for all field work:
 1. Boots with a crush resistant toe.
 2. Shirts with a minimum 3 inch sleeve.

Strider Superintendents are expected to ensure these minimum standards are followed. Subcontractors and Suppliers are expected to be, at minimum, compliant with these standards and provide the requisite equipment for their employees. In the event the standards are not followed, Strider Superintendents are authorized to take administrative action up to and including expulsion from the project site of the non-compliant Subcontractors or Suppliers and their employees.

END OF ATTACHMENT S

SUBCONTRACTOR RESPONSIBILITY CHECKLIST

The following checklist is given to Contractors and Subcontractors for documenting that a subcontractor of any tier meets the subcontractor responsibility criteria. It is suggested that Contractors and Subcontractors print a copy of the documentation from the appropriate website to include with this checklist in thir contract file.

GENERAL INFORMATION	
Project Name:	Project Number:
Subcontractor's Business Name:	City Business Registration Number:
	Active? Yes <input type="checkbox"/> No <input type="checkbox"/>
SUBCONTRACTOR REGISTRATION https://secure.lni.wa.gov/verify/	
License Number:	License Active? Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date:	Expiration Date:
INDUSTRIAL INSURANCE COVERAGE (Workers Comp)	
Account Number:	Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
This information can be found by UBI/TAX REGISTRATION NUMBER clicking the link at the bottom of the L&I page referenced above or at https://secure.dor.wa.gov/gteunauth/_/	
UBI/Tax Registration Number:	Account Open <input type="checkbox"/> Closed <input type="checkbox"/>
FEDERAL TAX IDENTIFICATION NUMBER	
Federal Tax Identification Number:	
EMPLOYMENT SECURITY DEPARTMENT	
Employment Security Department Number:	
NOT DISQUALIFIED FROM BIDDING	
https://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp	
Is the bidder listed on the "Debarred Contractor's List" on the Washington State Department of Labor and Industries Website?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Attach printout from website</i>
https://www.SAM.gov	
Is the bidder listed on the current debarred or suspended bidder list available on the U.S. General Services Administration's System for Award Management (SAM) website?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Attach printout from website</i>
SPECIALTY CONTRACTOR LICENSES https://secure.lni.wa.gov/verify/	
Electrical: If required by Chapter 19.28 RCW Does the Subcontractor have an Electrical Contractor's License?	Yes <input type="checkbox"/> No <input type="checkbox"/>
SUBCONTRACTOR CERTIFICATION	

The undersigned is an authorized agent of subcontractor and certifies

Sign

Date

Print Name & Title

PRIME CONTRACTOR VERIFICATION

Sign

Date

Print Name & Title

Claim Against Retainage and Bonds

	Project(s) With Claim Against Retainage and Bonds	Owner Contact Information	List of Claims filed Against Retainage or Payment Bond	Written Explanation of Circumstances	Resolution of Claim
*	Tucker Avenue Reconstruction Phase 2	Town of Friday Harbor Public Works Director - Wayne Haefele Phone - (360) 378-2810	Lawson Construction (subcontractor) has a lien on Strider's bond.	Lawson Construction was directed by the Town of Friday Harbor to place HMA paving, but the Town of Friday Harbor did not accept Lawson's HMA paving work. The Town in not accepting the job for that reason.	The claim has yet to be resolved. Expect resolution in the first quarter of 2022.

* You are welcome to contact our bonding agent, Steve Scott, with HUB International at (425) 489-4525 for further information on Strider's bondability.

STRIDER CONSTRUCTION COMPANY, INC.
JERRY CURTIS

Job Title: Project Manager/Estimator
New Hire with Strider Since: February 2011
Experience with Other Firms: 40 years

HIGHLIGHTS

✓ BS, 1970, Forest Management,
University of Washington

EXPERIENCE AND QUALIFICATIONS

Mr. Curtis has had extensive experience in the Heavy Civil, Building and Landscaping Construction Industries for most of his lifetime. His experience includes all phases of Utility Infrastructure, Nursery Management, Civil and Residential Building, Marine Construction, Sewage Lagoons, Water Treatment Plants, Wetland Mitigation, Stream Relocation and Restoration, and extensive Construction Management.

February 2011 – Present

Strider Construction Co., Inc.

- 2021 – Project Manager, Abbott Levee Habitat Improvement Project, Everson, WA. Owner: Whatcom County. The scope of this project included constructing an access road over the Abbott Levee, clearing and grubbing of the existing vegetation, providing site access roads, constructing wood habitat structures on site, earthwork to grade the improved bank, placement and installation of woody habitat features and revegetation. Contract Amount: \$560,000.00.
- 2021 – Project Manager, Lynden Levee Channel Realignment Project, Lynden, WA. Owner: Whatcom County. This project provided a new conveyance channel west of the Lynden Wastewater Treatment Plant. The scope of work included clearing and grubbing, placement of woody habitat features and revegetation. Contract Amount: \$365,800.00.
- 2021 – Project Manger, Nooksack Maple Reach Phase 1 Restoration, Maple Falls, WA. Owner: Nooksack Indian Tribe. This work included installing temporary bridges and crossings for access, clearing work areas of vegetation, isolating work areas from the river and other wetted areas (if necessary), constructing up to 28 engineered logjam structures and 6 flood fence structures, removing temporary bridges and crossings and restoring the site.
- 2019 - 2020 – Project Manager, Darrington District Emergency Repairs, Phase 1, Deming, WA. Owner: Western Federal Lands Highway Division. This project consists of aggregate surfacing, asphalt concrete pavement, drainage, MSE wall and ford low water crossing for 16 intermittent damaged sites. Contract Amount: \$2,705,000.00.
- 2018 – 2019 – Project Manager, Best Road, Rudene Road to Summers Drive, Mt. Vernon, WA. Owner: PUD #1 of Skagit County. Work included installation of approximately 10,700 LF of water distribution piping along Best Road between Valentine Road and Summers Drive, consisting of 12” and 8” Class 50 DI water distribution piping including fittings, thrust blocks, service connections, fire hydrants, branch and mainline valves, establishment of private water service connections, dewatering, appurtenances and incidentals, pavement repair, temporary traffic control, temporary erosion control, disinfection, pressure testing, and site restoration. This contract also includes approximately 10,700 LF

of 4" SCH 40 PVC new fiber conduit in the same trench as the water distribution piping. Contract Amount: \$1,653,491.00.

- 2018 – 2019 – Project Manager, Hoh Sewer Treatment Improvements, Forks, WA. Owner: Indian Health Services - DES. The work performed under this contract consisted of removing existing sand filters, crush/bury (3) existing concrete dosing tanks, install (1) 20,000 gallon fiberglass primary treatment tank with deadman, install (1) 10,000 gallon fiberglass pre-anoxic tank with deadman, textile filter sewer treatment units, pump vault, pumps, electrical, pre-fabricated building, pump existing 10,000 gallon and 5,000 gallon septic tanks and rapid infiltration basin renovation. Contract Amount: \$1,035,000.00.
- 2018 – Project Manager, Boon Road Improvements – Section 2, Oak Harbor, WA. Owner: Island County. This work included roadway widening to construct paved shoulders, full roadway HMA overlay and some sections of full roadway reconstruction, new stormwater system for the entire project length, and minor roadside restoration and clear zone improvements. Contract Amount: \$1,309,690.00.
- 2017 – Project Manager, Salish Travel Truck Stop, Bellingham, WA. Owner: Lummi Commercial Company. Site work to include 14" of stripping across the site and haul, water lines, storm pipe, three oil/water separators and a pond. Contract Amount: \$1,423,162.00.
- 2017 – Project Manager, Deming Levee Upstream Improvement Project, Bellingham, WA. Owner: Whatcom County. This contract provides for constructing a new setback levee between the upstream end of the existing Deming Levee and the BNSF railway embankment as well as constructing a new channel for the Marshal Hill stream to drain in the Nooksack River from the outlet of a 24-inch diameter culvert under the railroad tracks. Contract Amount: \$1,876,030.00.
- 2017 – Project Manager, 2017 Water and Sewer Improvements, Mukilteo, WA. Owner: Mukilteo Water & Wastewater District. Project includes the replacement of approximately 1,800 LF of existing 6" cast iron main with 8" water main. Demolition of the existing Booster Station, trench restoration and overlay. Demolition of the existing Lift Station 4, modification and conversion of the existing wet well into a large diameter sanitary sewer manhole, directional drilling. The 8" sewer main will be directionally bored under BNSF ROW in a 24" steel casing for approximately 160 LF. Contract Amount: \$859,506.72.
- 2017 – Project Manager, Smuggler's Slough Culvert Replacement, Bellingham, WA. Owner: Lummi Indian Business Council. This project involves the installation of two owner-provided culverts of approximately 50 LF and 55 LF, removal of two existing culverts, removal and replacement of portions of two paved roadways on Haxton Way and Lummi Shore Drive. Also includes the bypass of a public water and force main sewer system on Lummi Shore Drive. Contract Amount: \$457,812.00.
- 2016 – Project Manager, Roadway and Utility Improvements – MacKenzie 4, Division 2A, Bellingham, WA. Owner: Lummi Housing Authority. This project includes construction of roads and utilities for a 14-lot subdivision on Lummi Tribal property. The site is currently cleared, but undeveloped. The contract work on this project includes installation of sanitary sewers, watermains, storm sewers, trenching for utilities, curbs, sidewalks, asphalt paving, striping, restoration, mailbox, signage, and other work typical to a single family residential subdivision. Contract Amount: \$727,801.00
- 2016 – Project Manager, Kwina Road Pedestrian Improvements, Bellingham, WA. Owner: Lummi Indian Business Council. The work to be performed under this contract includes but is not limited to installation of curbs and gutters, concrete sidewalk, storm pipe and catch basins, roadway widening, driveway reconstruction, signing, pavement markings, temporary erosion control, traffic control and other work. Contract Amount: \$906,755.27.

- 2016 – Project Manager, 2015 Sanitary Sewer Replacement, Bellingham, WA. Owner: City of Bellingham. The improvements consist of installing approximately 2,900 LF of 36, 24, 21, 18 and 8-inch sanitary sewer main and associated manholes and side sewers. Work will also include roadway excavation, placement of gravel base, asphalt concrete paving, pavement marking, vegetative restoration, replacement of storm drain catch basin frame and grates, storm drain pipes, installation of a concrete stormwater vault, masonry tunnel modifications, and installation of cement concrete sidewalk, curb and gutter and curb ramps. Contract Amount: \$1,291,745.64.
- 2015 – Project Manager, Hendrickson to McComb Road Pipeline Project, Sequim, WA. Owner: Dungeness Irrigation District. This project consists of demolition, removal and disposal of existing culverts, root bridges and concrete structures. Installation of approximately 6,882 LF of new 18” PVC pipe, 600’ of 4” & 6” PVC service connection pipe. Driveway and road crossings. Installation of 10 combination air/vacuum valves, and one pressure relief valve. Backfill ditch. Implementation of temporary erosion, sedimentation and dust control measures and traffic control. Contract Amount: \$494,673.09.
- 2015 – Project Manager, Cornet Bay Shoreline Restoration, Oak Harbor, WA. Northwest Straights Marine Conservation Foundation. This project includes site preparation to include clearing and grubbing, TESC installation and removal, debris removal, concrete bench pad excavation, haul, and removal, large woody debris procurement and placement, soil amendment and mulching. Contract Amount: \$112,156.66
- 2015 – Project Manager, Padden Creek Estuary Habitat Enhancement Project, Bellingham, WA. Owner: City of Bellingham. This project involves creating new salt marsh habitat and stabilizing slopes along the estuary’s eastern and western shorelines. Includes removal and disposal of treated timber and piles, excavation, bank stabilization and plantings. Some work will be within the intertidal zone and may need to be accomplished at night to take advantage of low tides. Contract Amount: \$225,699.25
- 2014 – Project Manager, Hoh River Erosion Site #2 Bank Stabilization, Forks, WA. Owner: WSDOT. Project provides for the improvement of US 101, MP 175.69 to MP 175.95 to provide protection against erosion from the Hoh River by installing engineered log structures as river bank protection. Also Includes building an access road, installing a bulk bag isolation dam, drainage, placing riprap, driving steel H-pile, structure excavation, backfilling, contour grading, planting, etc. Contract Amount: \$2,212,436.00.
- 2014 – Project Manager, Windjammer Park Stormwater Outfall Replacement, Oak Harbor, WA. Owner: City of Oak Harbor. Project included partially removing an existing corrugated metal outfall, replacement of an existing outfall with reinforced concrete pipe; construction of a new stormwater manhole and outfall using HDPE pipe. Contract Amount: \$727,640.00.
- 2014 – Project Manager, Gilligan Creek Intake Improvements Project, Mount Vernon, WA. Owner: Skagit County Public Utility District. Project replaced the intake screen at the Gilligan Creek Raw Water intake in the Cultus Mountains. Installation of flow diversion measures, removal of the existing intake structure, fabrication of a new intake screen structure, modification of the existing bedrock to adapt to the new screen shape, anchoring the new screen in place & clean up, etc. Contract Amount: \$96,000.00.
- 2014 – Project Manager, Sandy Point Sewer Pump Station Improvements Phase 2 Pump Stations 14, 15, 19, and 19A, Bellingham, WA. Owner: Lummi Indian Business Council. Project included the reconstruction of three wastewater pumping stations and one new wastewater pump station within the Owner’s Sandy Point Service Area. Contract Amount: \$1,108,740.00.

- 2013 – 2014 – Project Manager, Wymans Habitat Mitigation Site (Project Pier 1), Anacortes, WA. Owner: Port of Anacortes. This project provided excavation demolition and construction within an inter-tidal environment restricted by applicable agency permit conditions; demolition of buildings and marine related structures requiring abatement & removal of hazardous materials; excavation, transport & disposal of clean & contaminated materials; excavation of bedrock; installation of landscaping, fencing & pathway construction. Contract Amount: \$1,110,545.00.
- 2013 – Project Manager, Lummi Shore Road Pump Station Upgrades Pump Stations 3 & 4, Bellingham, WA. Owner: Lummi Tribal Sewer & Water District. Project included the renovation of two drywell/wetwell sewage pump stations. The drywell will be removed and the wetwells will be extended with concrete sections. Installation of Owner-provided submersible pumps. New valve vaults were constructed as well. Contract Amount: \$282,680.00.
- 2012 – 2013 – Project Manager, Hoh Water System Improvements, Forks, WA. Owner: Indian Health Services. Project consisted of the construction of a new water source, water storage tank and water treatment building. Contract Amount: \$1,338,950.00.
- 2012 – Project Manager, “A” Street SE and Division Avenue Improvements, Ephrata, WA. This project included the installation of pipe, catch basins & utilities as a Subcontractor to Central Washington Asphalt, Inc. Contract Amount: \$105,000.00.
- 2012 – Project Manager, Red Creek Corridor Hatchery Improvements Phase I, Sedro-Woolley, WA. Owner: Upper Skagit Indian Tribe. Project consisted of clearing, grubbing and dewatering from a pre-settling vault work area. Piping install pre-settling vaults, vault foundation material, backfill, hydrostatic testing then dewatering the vaults. Contract Amount: \$106,000.00.
- 2012 – Project Manager, Residential Water Supply Project, Sedro-Woolley, WA. Owner: Upper Skagit Indian Tribe. This work took place within and outside of the Helmick Road Reservation. Within – installation of ductile iron water line, steel casing, horizontal boring/tunneling under the Red Creek Channel. Asphalt, construction of access road & maintenance path. Outside – installation of ductile iron pipe, HDPE water line & asphalt patching. Contract Amount: \$650,000.00.
- 2012 – Project Manager, Sandy Point Pump Station Improvements 15A, 16, 17 & 18, Bellingham, WA. Owner: Lummi Tribal Sewer & Water District. This project provided for the renovation of 3 drywell-wetwell sewage pump stations and construction of a 28’-deep, 96”-diameter wetwell. Submersible pumps, generators and electrical controls. Precast concrete buildings will be constructed at each site. Contract Amount: \$750,000.00.
- 2011 – 2012 – Project Manager, Frostad Road Improvements, Whidbey Island, WA. Owner: Island County Public Works. This project consisted of road widening, HMA, stormwater treatment, MSE walls, spiralnails, wetland construction, landscaping, guardrail, etc. Contract Amount: \$4,125,000.00.
- 2011 – Project Manager, Community Wastewater Improvements, Sedro-Woolley, WA. Owner: Upper Skagit Indian Tribe. Project consisted of pump stations high head effluent pumps, force mains, new textile filter wastewater treatment facility, 20’x15’ pre-fabricated metal building, owner-supplied generator, construction of new access road, electrical, piping, valve pump, demolition, etc. Contract Amount: \$2,170,000.00.
- 2011 – Project Manager, Vernon Road Diversion, Phase 2, Lake Stevens, WA. Owner: Lake Stevens Sewer District. Project provided the installation of approximately 470 LF of 36” ductile iron and 670 LF of 36” PVC sanitary sewer pipes. Also included manholes, erosion control, pipeline testing, roadway & surface restoration, etc. Contract Amount: \$530,000.00.

Representative Assignments and Project Responsibilities with other Firms Include:

- August 2010 – December 2010 – Project Manager, McKenzie Subdivision Phase II, Lummi Housing Authority, PSE Engineers on the sub divisional infrastructure from clearing through paving including wetland mitigation, all utilities and extensive stormwater control and facilities. Contract Amount: \$780,000.00.
- March 2010 – August 2010 – Slater Road Waterline, Tank and Vault Restoration, Lummi Sewer and Water District, Telegraph Engineering. Installation of 11,000 LF of waterline with bores and restoration. Tank modifications and large PRV vault installation in tidal conditions. Contract Amount: \$ 870,000.00.
- 2009 – Construction Estimator for local Contractor – Part-Time.
- February 2009 – June 2009 – Construction Inspector for local Engineering Firm – Part Time.
- 1998 – 2008 – Semi-retired; but built 3 Residences and completed a Subdivision within Whatcom County.
- 1983 – 1998 – Part Owner of a Heavy Civil General Contracting firm with divisions in concrete and electrical trades.

Projects completed during that period were:

- 1998 – Project Manager, Heavy Haulout Facility for the Port Townsend. Project included utilities, site grading and construction of storm water management facilities by completely relocating the entire shore side boat repair area in stages; improving and replacing. Conditions required extensive dewatering including tidal influences. Extensive marine dredging, float installation, and a new boat launch were also involved. Contract Amount: \$6 Million.
- 1996 – 1997 – Administrator, Phase I and II State Route 503 Improvements for the Washington State Department of Transportation, Vancouver, WA. Project included bridge construction near Battleground, WA. Contract Amount: \$19 Million.
- 1995 – 1996 – Administrator, High Occupancy Vehicle (HOV) Lane Construction for the Washington State Department of Transportation along the Interstate 5 Corridor near Boeing Field in south Seattle. Contract Amount: \$6 Million.
- 1995 – 1996 – Project Manager, Town of Soap Lake, WA. Waterline replacement. Contract Amount: \$1.3 Million.
- 1994 – 1995 – Project Manager, Barkley Boulevard Extension, City of Bellingham, WA. Britton Road to Woburn Street. The project included initial clearing, earthwork, installation of water, sewer and storm utilities, concrete sidewalks, curb and gutter, asphalt paving, traffic signals and landscaping. Contract Amount: \$2.5 Million.
- 1993 – 1994 – Project Manager, Coulee City Sewer Replacement, for the City of Coulee City, WA. Includes new distribution lines and manholes. Contract Amount: \$1.3 Million.
- 1993 – 1994 – Project Manager, Reworking and Erosion protection for Des Moines Marina which included placing of concrete-filled sandbags precisely on a new slope during seasonally super-low tides. Sheet piling and new float installation were installed including new fueling stations and piping. Combined Contract Amount: \$1.5 Million.

- 1993 – 1994 – Project Manager, Replacing the Siphon Facilities, Sequim Irrigation District across a very challenging valley. This project consisted of replacing a 48” diameter wood stave pipeline with steel across a ravine that was so steep conventional equipment use was not possible. Used a high lead logging system to place all components, including the placement of a large concrete anchoring system at the bottom that was formed around the pipe. This system was all prefabricated and organized such that flanged fittings had to match perfectly upon completion. Combined Contract Amount: \$200,000.00.
- 1992 – 1993 – Project Manager, Relocation of the Dash Point Sewage Treatment Plant, Federal Way Water and Sewer District, which included relocating and raising an existing salmon spawning creek. The State highway was redone including huge arch culverts and log spawning fish ladders. An existing incoming 48” concrete sewer line that fed the plant was supported by building a bridge to keep the plant functional while performing extensive creek relocation and drainage structures underneath the line. The creek when finished was actually 125’ higher in elevation than before, and salmon were seen coming up the ladder the first year after completion. Combined Contract Amount: \$2.0 Million.
- 1991 – 1992 – Three separate Water Line Projects, Chelan County PUD, Upper Sunnyslope Project. Project included tanks, pump stations and roadwork. Combined Contract Amount: \$2.0 Million.
- 1989 – 1991 – Project Manager, Ilwaco Water System Improvements, City of Ilwaco, WA. This project included constructing an earthen damn with 600,000 cubic yards of fill, processing aggregates from forest land, installing 10 miles of water transmission main to the City, construction of a 250,000-gallon concrete reservoir, and construction of the City’s water treatment plant. Combined Contract Amount: \$6.5 Million.
- 1988 – 1991 – Project Manager, Lincoln Rock State Park Sewage Revisions, Chelan County PUD. Project included building new PVC lined lagoons. Combined Contract Amount: \$400,000.00
- 1987 – 1988 – Project Manager, Tieton Wastewater Treatment Lagoons, Town of Tieton. Included 4 new lined sewage lagoons with a new control building and appurtenances. Combined Contract Amount: \$ 1.1 Million.
- 1986 – 1987 – Project Manager, Washington State Department of Corrections, McNeil Island Penitentiary. Water project including 6 miles of new transmission main and 4 pump stations. Interesting logistics on an island with a prison. Combined Contract Amount: \$ 1.1 Million.
- 1985 – 1986 – Project Manager, Skagit County PUD. Project included 9 miles of waterline on Gunderson Road. Combined Contract Amount: \$ 1.0 Million.
- 1984 – 1985 – Project Manager, Haggin and Huntington Roads, City of Bellingham, WA. Two residential street extensions with utilities. Combined Contract Amount: \$ 135,000.00.
- 1984 – 1985 – Project Manager, Guide Meridian Sewer, City of Bellingham, WA. Project consisted of 4000 LF of mainline north of I-5, center of busiest road in town. Combined Contract Amount: \$ 700,000.00.
- 1993 – 1984 – Project Manager, Dewar Valley Sewer, City of Bellingham, WA. 2 miles of sewer including bore under I-5 and 25-foot deep large diameter pump station. Combined Contract Amount: \$400,000.00.
- 1982 – 1983 – Project Manager, John Wayne Marina, Port of Port Angeles, WA. Project included all site work, floats and boat ramp. Combined Contract Amount: \$1.2 Million.

- 1981 – Project Manager, Columbia Irrigation District. Large irrigation project with over 1,000 LF of steel flume 12’ diameter. Spanned with steel bridge across a state highway in Kennewick, WA. Included 600’ of concrete lined 96” diameter steel pipe. Combined Contract Amount: \$ 900,000.00.
- 1980 – Project Manager, Olympic Isle Marina-Budd Inlet, Port of Olympia. 370 slip marina including shore ramps, utilities, boat launch, pile driving and breakwater. Floats furnished by owner for contractors installation. Combined Contract Amount: \$ 1.7 Million.
- 1979 – Project Manager, Bureau of Indian Affairs Colville Tribe, Town of Nespelem. Sewage revisions, 4 pump stations, 3 miles of mainline and 5 acre lined sewage lagoons. Combined Contract Amount: \$ 900,000.00.
- 1978 – Project Manager, Visitor Arrival Center Park and Recreation Area, Grand Coulee Dam, Bureau of Reclamation. 2 restrooms, road, trails, landscaping and irrigation. Combined Contract Amount: \$1.1 Million.
- 1973 – 1978 Manager of Large Diameter Tree Nursery. Supplied most trees for Spokane Worlds Fair.
- 1970 – 1973 Worked as an operator and punch list manager on finishing the following state parks in Eastern Washington; Wanapum Dam – Vantage, Steamboat Rock – Grand Coulee, Potholes – Moses Lake and Central Ferry – Pomeroy.
- 1969 – 1971 Labor and operator for freeway landscaping along I-5 from Northgate through Tukwila, WA. Summers while finishing college and full-time thereafter.

STRIDER CONSTRUCTION COMPANY, INC.
RON ZWICK

Job Title: Superintendent

New Hire with Strider Since: May 2011

Experience with Other Firms: 30 years

EXPERIENCE AND QUALIFICATIONS

Mr. Zwick has had extensive experience in the Heavy Civil Construction recently on a variety of projects. Prior to employment with Strider he worked extensively on the production side of logging and trucking gaining irreplaceable hands on experience.

May 2011 – Present

Strider Construction Co., Inc.

- 2021 – Superintendent, Orchard Drive Extension (Birchwood Avenue), Bellingham, WA. Owner: City of Bellingham. This project includes construction of a new arterial street from James Street, under I-5, to the Squalicum Parkway/Birchwood Avenue intersection. This work includes retaining walls, earthwork, concrete curb, gutter and sidewalk, street lighting, installation of watermain, installation of stormwater collection system, stormwater treatment vaults, stormwater pond, traffic light at James Street, as well as paving and striping of pavement. Contract Amount: \$6,592,435.00.
- 2019 - 2020 – Superintendent, Darrington Emergency Repairs 2016, Phase II, Darrington, WA. Owner: Western Federal Lands Highway Division. This project consisted of 3 individual Forest Service roads that were damaged by major floods in remote locations. First was a plugged 10' diam. culvert that caused massive deposits of debris to block the road. Strider excavated approx. 20,000 CY and build containment berms, and check dams within the creek while mitigating with cobbles and new streambed design. Diversion of the active stream was required and relocation of marine life during construction. Second site the river was diverted and streambed was rebuilt using 33 rootwads and rip rap. Willows were intertwined with the logs, streambed gravel, the road was replaced and paved. Third site was a culvert replacement with and 80' long, 15' diameter elliptical CMP structure. Concrete end caps, collars, and massive rip rap buttressing the crossing. Water diversion was required, rock weirs, boulders and streambed gravel filled half the interior of the culvert to re-shape the streambed. Contract Amount: \$833,615.00.
- 2018 - 2019 – Superintendent, Darrington District Emergency Repairs, Phase 1, Deming, WA. Owner: Western Federal Lands Highway Division. This project consists of aggregate surfacing, asphalt concrete pavement, drainage, MSE wall and ford low water crossing for 16 intermittent damaged sites. Contract Amount: \$2,705,000.00.
- 2018 – 2019 – Superintendent, Best Road, Rudene Road to Summers Drive, Mt. Vernon, WA. Owner: PUD #1 of Skagit County. Work included installation of approximately 10,700 LF of water distribution piping along Best Road between Valentine Road and Summers Drive, consisting of 12" and 8" Class 50 DI water distribution piping including fittings, thrust blocks, service connections, fire hydrants, branch and mainline valves, establishment of private water service connections, dewatering, appurtenances and incidentals, pavement repair, temporary traffic control, temporary erosion control, disinfection, pressure

testing, and site restoration. This contract also includes approximately 10,700 LF of 4" SCH 40 PVC new fiber conduit in the same trench as the water distribution piping. Contract Amount: \$1,653,491.00.

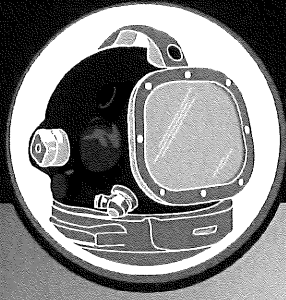
- 2018 – 2019 – Superintendent, Hoh Sewer Treatment Improvements, Forks, WA. Owner: Indian Health Services - DES. The work performed under this contract consisted of removing existing sand filters, crush/bury (3) existing concrete dosing tanks, install (1) 20,000 gallon fiberglass primary treatment tank with deadman, install (1) 10,000 gallon fiberglass pre-anoxic tank with deadman, textile filter sewer treatment units, pump vault, pumps, electrical, pre-fabricated building, pump existing 10,000 gallon and 5,000 gallon septic tanks and rapid infiltration basin renovation. Contract Amount: \$1,035,000.00.
- 2018 – Superintendent, Boon Road Improvements – Section 2, Oak Harbor, WA. Owner: Island County. This work included roadway widening to construct paved shoulders, full roadway HMA overlay and some sections of full roadway reconstruction, new stormwater system for the entire project length, and minor roadside restoration and clear zone improvements. Contract Amount: \$1,309,690.00.
- 2017 – Superintendent, Salish Travel Truck Stop, Bellingham, WA. Owner: Lummi Commercial Company. Site work to include 14" of stripping across the site and haul, water lines, storm pipe, three oil/water separators and a pond. Contract Amount: \$1,423,162.00.
- 2017 – Superintendent, Deming Levee Upstream Improvement Project, Bellingham, WA. Owner: Whatcom County. This contract provides for constructing a new setback levee between the upstream end of the existing Deming Levee and the BNSF railway embankment as well as constructing a new channel for the Marshal Hill stream to drain in the Nooksack River from the outlet of a 24-inch diameter culvert under the railroad tracks. Contract Amount: \$1,876,030.00.
- 2017 – Superintendent, Smuggler's Slough Culvert Replacement, Bellingham, WA. Owner: Lummi Indian Business Council. This project involves the installation of two owner-provided culverts of approximately 50 LF and 55 LF, removal of two existing culverts, removal and replacement of portions of two paved roadways on Haxton Way and Lummi Shore Drive. Also includes the bypass of a public water and force main sewer system on Lummi Shore Drive. Contract Amount: \$457,812.00.
- 2016 – Superintendent, Roadway and Utility Improvements – MacKenzie 4, Division 2A, Bellingham, WA. Owner: Lummi Housing Authority. This project includes construction of roads and utilities for a 14-lot subdivision on Lummi Tribal property. The site is currently cleared, but undeveloped. The contract work on this project includes installation of sanitary sewers, watermains, storm sewers, trenching for utilities, curbs, sidewalks, asphalt paving, striping, restoration, mailbox, signage, and other work typical to a single family residential subdivision. Contract Amount: \$727,801.00
- 2016 – Superintendent, Kwina Road Pedestrian Improvements, Bellingham, WA. Owner: Lummi Indian Business Council. The work to be performed under this contract includes but is not limited to installation of curbs and gutters, concrete sidewalk, storm pipe and catch basins, roadway widening, driveway reconstruction, signing, pavement markings, temporary erosion control, traffic control and other work. Contract Amount: \$906,755.27.
- 2016 – Superintendent, 2015 Sanitary Sewer Replacement, Bellingham, WA. Owner: City of Bellingham. The improvements consist of installing approximately 2,900 LF of 36, 24, 21, 18 and 8-inch sanitary sewer main and associated manholes and side sewers. Work will also include roadway excavation, placement of gravel base, asphalt concrete paving, pavement marking, vegetative restoration, replacement of storm drain catch basin frame and grates, storm drain pipes, installation of a concrete stormwater vault, masonry tunnel modifications, and installation of cement concrete sidewalk, curb and gutter and curb ramps. Contract Amount: \$1,291,745.64.

- 2015 – Superintendent, Hendrickson to McComb Road Pipeline Project, Sequim, WA. Owner: Dungeness Irrigation District. This project consists of demolition, removal and disposal of existing culverts, root bridges and concrete structures. Installation of approximately 6,882 LF of new 18” PVC pipe, 600’ of 4” & 6” PVC service connection pipe. Driveway and road crossings. Installation of 10 combination air/vacuum valves, and one pressure relief valve. Backfill ditch. Implementation of temporary erosion, sedimentation and dust control measures and traffic control. Contract Amount: \$494,673.09.
- 2015 – Superintendent, Padden Creek Estuary Habitat Enhancement Project, Bellingham, WA. Owner: City of Bellingham. This project involves creating new salt marsh habitat and stabilizing slopes along the estuary’s eastern and western shorelines. Includes removal and disposal of treated timber and piles, excavation, bank stabilization and plantings. Some work will be within the intertidal zone and may need to be accomplished at night to take advantage of low tides. Contract Amount: \$225,699.25
- 2014 – Superintendent, Hoh River Erosion Site #2 Bank Stabilization, Forks, WA. Owner: WSDOT. Project provides for the improvement of US 101, MP 175.69 to MP 175.95 to provide protection against erosion from the Hoh River by installing engineered log structures as river bank protection. Also Includes building an access road, installing a bulk bag isolation dam, drainage, placing riprap, driving steel H-pile, structure excavation, backfilling, contour grading, planting, etc. Contract Amount: \$2,212,436.00.
- 2014 – Superintendent, Windjammer Park Stormwater Outfall Replacement, Oak Harbor, WA. Owner: City of Oak Harbor. Project included partially removing an existing corrugated metal outfall, replacement of an existing outfall with reinforced concrete pipe; construction of a new stormwater manhole and outfall using HDPE pipe. Contract Amount: \$727,640.00.
- 2014 – Superintendent, Gilligan Creek Intake Improvements Project, Mount Vernon, WA. Owner: Skagit County Public Utility District. Project replaced the intake screen at the Gilligan Creek Raw Water intake in the Cultus Mountains. Installation of flow diversion measures, removal of the existing intake structure, fabrication of a new intake screen structure, modification of the existing bedrock to adapt to the new screen shape, anchoring the new screen in place & clean up, etc. Contract Amount: \$96,000.00.
- 2014 – Superintendent, Sandy Point Sewer Pump Station Improvements Phase 2 Pump Stations 14, 15, 19, and 19A, Bellingham, WA. Owner: Lummi Indian Business Council. Project included the reconstruction of three wastewater pumping stations and one new wastewater pump station within the Owner’s Sandy Point Service Area. Contract Amount: \$1,108,740.00.
- 2013 – 2014 – Superintendent, Wymans Habitat Mitigation Site (Project Pier 1), Anacortes, WA. Owner: Port of Anacortes. This project provided excavation demolition and construction within an inter-tidal environment restricted by applicable agency permit conditions; demolition of buildings and marine related structures requiring abatement & removal of hazardous materials; excavation, transport & disposal of clean & contaminated materials; excavation of bedrock; installation of landscaping, fencing & pathway construction. Contract Amount: \$1,110,545.00.
- 2013 – Superintendent, Lummi Shore Road Pump Station Upgrades Pump Stations 3 & 4, Bellingham, WA. Owner: Lummi Tribal Sewer & Water District. Project included the renovation of two drywell/wetwell sewage pump stations. The drywell will be removed and the wetwells will be extended with concrete sections. Installation of Owner-provided submersible pumps. New valve vaults were constructed as well. Contract Amount: \$282,680.00.

- 2012 – 2013 – Superintendent, Hoh Water System Improvements, Forks, WA. Owner: Indian Health Services. Project consisted of the construction of a new water source, water storage tank and water treatment building. Contract Amount: \$1,338,950.00.
- 2012 – Superintendent, “A” Street SE and Division Avenue Improvements, Ephrata, WA. This project included the installation of pipe, catch basins & utilities as a Subcontractor to Central Washington Asphalt, Inc. Contract Amount: \$105,000.00.
- 2012 – Superintendent, Red Creek Corridor Hatchery Improvements Phase I, Sedro-Woolley, WA. Owner: Upper Skagit Indian Tribe. Project consisted of clearing, grubbing and dewatering from a pre-settling vault work area. Piping install pre-settling vaults, vault foundation material, backfill, hydrostatic testing then dewatering the vaults. Contract Amount: \$106,000.00.
- 2012 – Superintendent, Residential Water Supply Project, Sedro-Woolley, WA. Owner: Upper Skagit Indian Tribe. This work took place within and outside of the Helmick Road Reservation. Within – installation of ductile iron water line, steel casing, horizontal boring/tunneling under the Red Creek Channel. Asphalt, construction of access road & maintenance path. Outside – installation of ductile iron pipe, HDPE water line & asphalt patching. Contract Amount: \$650,000.00.
- 2012 – Superintendent, Sandy Point Pump Station Improvements 15A, 16, 17 & 18, Bellingham, WA. Owner: Lummi Tribal Sewer & Water District. This project provided for the renovation of 3 drywell-wetwell sewage pump stations and construction of a 28’-deep, 96”-diameter wetwell. Submersible pumps, generators and electrical controls. Precast concrete buildings will be constructed at each site. Contract Amount: \$750,000.00.
- 2011 – Superintendent, Vernon Road Diversion, Phase 2, Lake Stevens, WA. Owner: Lake Stevens Sewer District. Project provided the installation of approximately 470 LF of 36” ductile iron and 670 LF of 36” PVC sanitary sewer pipes. Also included manholes, erosion control, pipeline testing, roadway & surface restoration, etc. Contract Amount: \$530,000.00.

Representative Assignments and Project Responsibilities with other Firms Include:

- August 2010 – December 2010 – Project Manager, McKenzie Subdivision Phase II, Lummi Housing Authority, PSE Engineers on the sub divisional infrastructure from clearing through paving including wetland mitigation, all utilities and extensive stormwater control and facilities. Contract Amount: \$780,000.00.
- March 2010 – August 2010 – Slater Road Waterline, Tank and Vault Restoration, Lummi Sewer and Water District, Telegraph Engineering. Installation of 11,000 LF of waterline with bores and restoration. Tank modifications and large PRV vault installation in tidal conditions. Contract Amount: \$ 870,000.00.

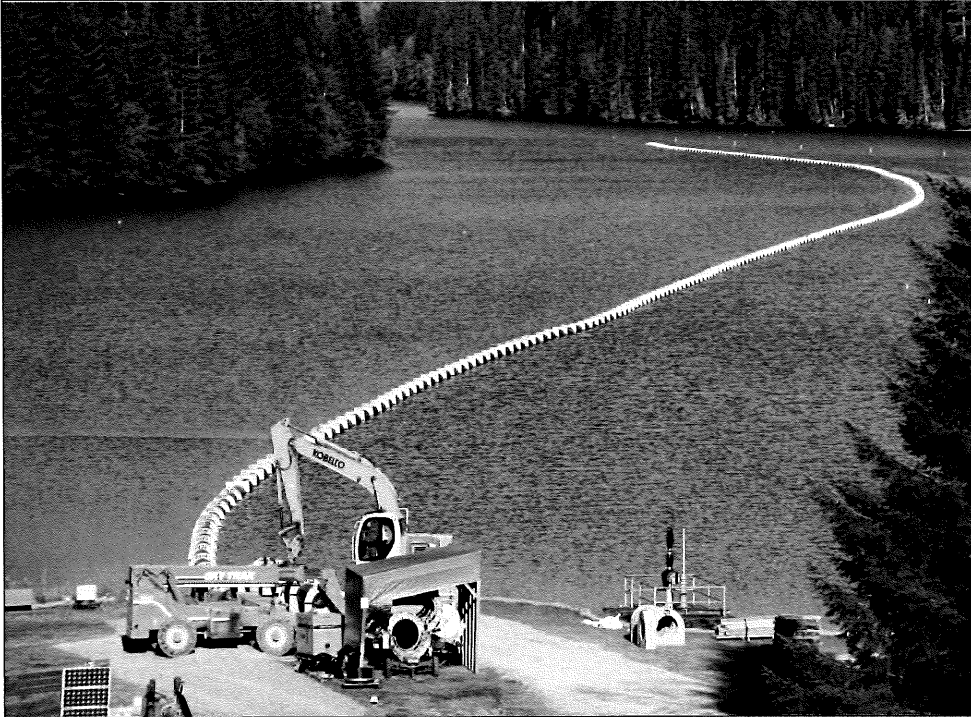


AUS

ASSOCIATED UNDERWATER SERVICES

Project Reference Sheet

Lake Chaplain Recovered Water Outfall Improvements



Project Data

Owner – City of Everett

Prime Contractor- Stellar J

Project Name – Lake Chaplain Recovered Water Outfall Improvements

Place of Performance – Lake Chaplain Outfall

Period of Performance – Project completed November 2010

Dollar Amount - \$155,000

Point of Contact – Mike Robinson – Public facilities Manager, mrobinson@everettwa.gov

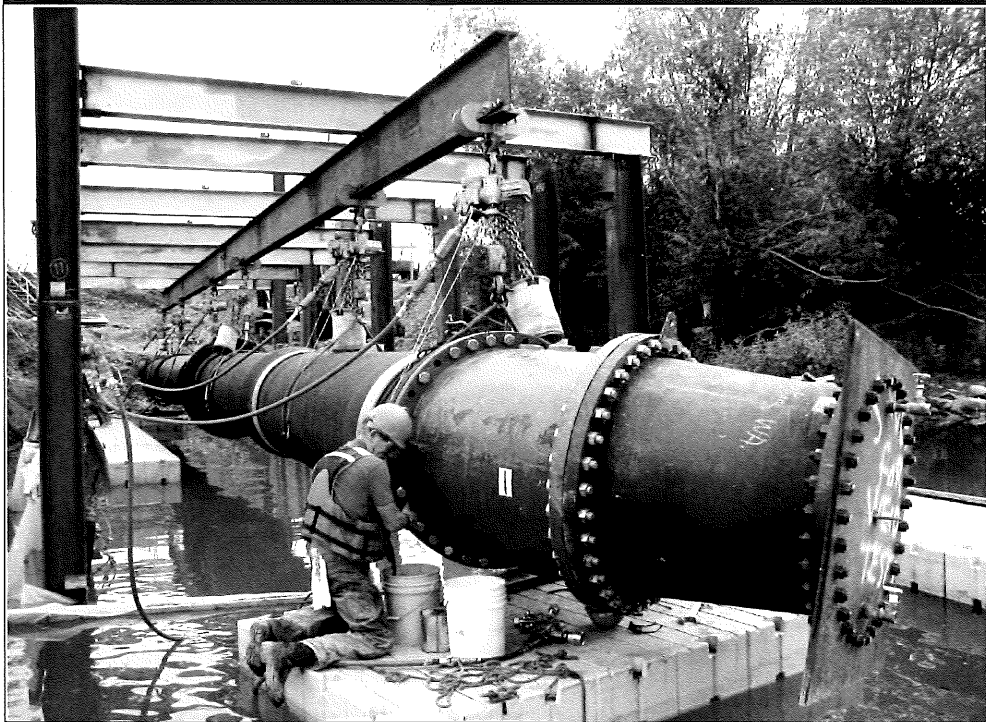
Work Summary

Associated Underwater Services installed/sank approximately 4000' of 28" HDPE pipe to a 70' depth. The pipe was held down with concrete anchor blocks every 12' and had two 300' bends that were placed using shoreline anchor winches.

Work Scope included:

- Attach Concrete Anchor Blocks
- Float and Sink 4000' of HDPE Pipe
- Install HDPE Pipe
- Install Diffuser Elbow
- Make Shore Connection to Existing Pipe

Spokane Outfall



Project Data

Owner – Spokane County

Prime Contractor- Knight Construction

Project Name – Spokane River Outfall

Place of Performance – Spokane River Outfall, Spokane County

Period of Performance – September 2010

Dollar Amount - \$30,0000

Point of Contact – Knight Construction - Ken Knight, Ken@knightconst.com

Work Summary

AUS was contracted to provide Dive support services for the installation of the Spokane River Outfall. Divers assisted in the sinking and placement of the pipe. After the pipe was in the trench, AUS Divers installed clamps to secure the pipe to the H-Piles. The blind flange was removed and a “Duck-Bill” Diffuser was installed.

Work Scope included:

- Install and Remove the Turbidity Curtain
- Survey Trench
- Inspections During the Sinking Process
- Install Pipe Clamps
- Remove the Blind Flange
- Install the “Duck-Bill” Diffuser
- Survey Bedding Rock
- Survey Armor Rock

City of Vancouver Outfall Inspection



Project Data

Owner – City of Vancouver, WA

Prime Contractor – Associated Underwater Services

Project Name – Westside Outfall Inspection

Place of Performance – Columbia River, Vancouver, WA

Period of Performance – May 2017

Dollar Amount – \$30,000

Point of Contact – Linda Jones, (360) 619-4124

Work Summary

Associated Underwater Services was contracted by the City of Vancouver, WA to inspect the Westside Outfall. This included an internal and external inspection.

Work Scope included:

- Inspection of Mechanical Joints
- Inspection of Support Structures
- Inspection of Diffusers
- Internal Inspection of Pipeline

Georgia Pacific Outfall Inspection



Work Summary

Associated Underwater Services provides Georgia Pacific with annual video inspections for their Newport, OR facility's outfall. This inspection includes the replacement of depleted anodes.

Work Scope included:

- Video Outfall inspection
- Inspection of Anodes
- Anode Replacement
- Inspection of Sand Cover
- Inspection of Diffuser Flow

Project Data

Owner – Georgia Pacific

Prime Contractor – Associated Underwater Services

Project Name – Georgia Pacific Ocean Outfall Diffuser Inspection

Place of Performance – Georgia Pacific's Outfall in Newport, OR

Period of Performance – Annual Inspections Since 2002

Dollar Amount – Approximately \$38,000 Annually

Point of Contact – Jon Schmidt, Jon.Schmidt@gapac.com

PPM Georgetown Outfall Inspection



Project Data

Owner – King County

Prime Contractor – Pacific Pile and Marine

Project Name – Georgetown Outfall inspection

Place of Performance – Seattle, WA

Period of Performance – August 2018

Dollar Amount – \$130,000

Point of Contact – Stewart Willis, Stewart@pacificpile.com

Work Summary

Associated Underwater Services was subcontracted by Pacific Pile and Marine (PPM) to perform a video inspection of King County's Georgetown Outfall. This consisted of inspecting the easement area that was approximately 400' long and 20' wide. After the inspection AUS worked with PPM to replace the outfall. During the construction phase, multiple inspections were required to determine, elevation, cover, and a final "As Built" inspection.

Work Scope included:

- Inspect Construction Easement Area
- Replacement of Outfall
- Ongoing Inspections Throughout Construction

BP Cherry Point Refinery Outfall Inspection



Project Data

Owner – British Petroleum West Coast Products

Prime Contractor- Associated Underwater Services

Project Name – BP Cherry Point Refinery Outfall, Buoy, Anchor Crack and Pile Inspection

Place of Performance – BP Cherry Point Refinery

Period of Performance – 2002 - Current

Dollar Amount - \$350,000 Annually

Point of Contact – Haley Haman (360) 927-4508

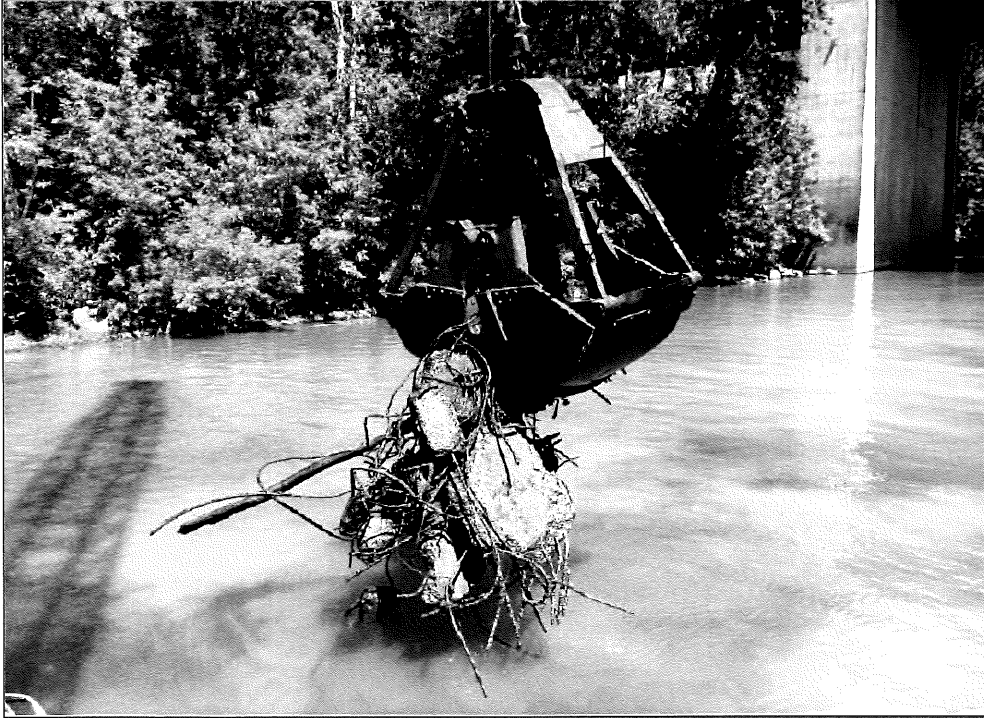
Work Summary

Associated Underwater Services has been providing underwater inspections and maintenance for BP's Cherry Point Refinery since its inception in 2002. Over the course of the latest inspection AUS looked at 13 diffuser ports and determined their current operational capacity along with examining the levels of marine growth around the pipeline.

Work Scope included:

- Inspect Outfall for Marine Growth that Obstructs the Discharge Flow
- Inspect Diffuser Ports
- Clean and Inspect Dresser Coupling
- Remove Marine Growth that Restricts Flow

Wilsonville Outfall Installation



Project Data

Owner – City of Wilsonville

Prime Contractor – Northbank Civil and Marine

Project Name – Wilsonville WWTP Outfall Installation

Place of Performance – Wilsonville WWTP Outfall

Period of Performance – April 2018

Dollar Amount - \$169,000

Point of Contact – Anthony Miller, (360) 984-3336, AnthonyM@northbankcm.com

Work Summary

AUS was subcontracted by Northbank Civil and Marine to assist in the pre-installation dredging and the installation of the Wilsonville Outfall. AUS assisted in removing portions of the existing outfall and the placement of the pipe. Once the pipe was placed, AUS assisted in leveling and was responsible for inspecting the epoxy coatings to ensure the pipe was properly fitted.

Work Scope included:

- Demo portions the Existing Outfall
- Install Concrete Bags Inside of the Existing Pipe to Create a Plug
- Level off Excavation Prior to Placing the Pipe
- Place the Pipe
- Place Sandbags Under the Pipe to Level off
- Inspect Concrete and Epoxy Coatings After Placement of Pipe
- Install Diffuser Section
- Install Diffusers
- Verify Backfill is Installed Properly
- Perform Final Inspection



City of Lynden
300 4th Street
Lynden, WA 98264

December 1, 2021


RE: Industrial Condensate Pipeline Outfall
City of Lynden Project Number 2015-09

Signed Statement

Mr. Nathan Zylstra, P.E.,

Strider Construction Co., Inc. as well as Gonzales Boring & Tunneling have completed all sections of the Bidders Qualification Certificate included in the Bid Proposal Package and have demonstrated our ability to meet all required criteria.

Sincerely,



Strider Construction Co., Inc.



Gonzales Boring & Tunneling