

25. WA. 240965

**CITY OF KIRKLAND**  
**Houghton Village Suite L Roof Maintenance Coating**  
Facilities CIP NO. GGC1510000  
10718 NE 68th St, Kirkland, WA 98033

**August 15, 2024**

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Number      Title      Certifier

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### CONTRACTOR'S RESPONSIBILITY

Contractor must submit the Non-Collusion, Contractor's Responsibility, and Minimum Wage Certification Form (00 15 40) demonstrating that they meet the following criteria:

#### Contractor Qualifications

- A. Contractor must meet the minimum qualifications of RCW 39.04.350, as amended:  
"Before award of a public works contract, a contractor must meet the following responsibility criteria to be considered responsible and qualified to be awarded a public works project. The contractor must:
- (a) At the time of proposal submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
  - (b) Have a current State unified business identifier number;
  - (c) If applicable, have industrial insurance coverage for the contractor's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a State excise tax registration number as required in Title 82 RCW; and
  - (d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
  - (e) If submitting a proposal on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation; and
  - (f) Have received training on the requirements related to public works and prevailing wage under this chapter and chapter [39.12](#) RCW. The contractor must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its web site. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption; and
  - (g) Until December 31, 2013, not have violated RCW [39.04.370](#) more than one time as determined by the Department Of Labor And Industries.
- B. In addition to the contractor's responsibility criteria above, the contractor must also meet the following relevant supplemental responsibility criteria applicable to the project:



- a. The contractor shall not currently be debarred or suspended by the Federal government. The contractor shall not be listed as a current debarred or suspended contractor on the U.S. General Services Administration's "Excluded Parties List System" website. Contractor debarment or suspension status may be verified through this website: <http://www.sam.gov/>. The Owner may also use other sources of information that may be available to otherwise determine whether the Contractor is in compliance with these supplemental criteria.
- b. The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue, without a payment plan approved by the Washington State Department of Revenue. The Contractor shall not be listed on the Washington State Department of Revenue's "Delinquent Taxpayer List", which may be verified at the following website: <http://dor.wa.gov/content/fileandpataxes/latefiling/dtlwest.aspx>. The Owner may also use other sources of information that may be available to otherwise determine whether the Contractor is in compliance with these supplemental criteria.
- c. The Contractor shall not have been convicted of a crime involving bidding on a public works contract within five (5) years prior to the proposal submittal. The Contractor shall provide a duly executed sworn statement (on the included form, or on a form otherwise determined to be acceptable by the Owner), that the Contractor has not been convicted of a crime involving bidding on a public works contract. The Owner may also use independent sources of information that may be available to otherwise determine whether the Contractor is in compliance with these supplemental criteria.
- d. The Contractor's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Contractor shall have an established written procedure which the Contractor uses to validate the responsibility of each of its subcontractors. The Contractor's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" contractors as defined per RCW 39.06.020. The Owner may also use independent sources of information that may be available to otherwise determine whether the Contractor is in compliance with these supplemental criteria.
- e. The Contractor shall not have a record of prevailing wage complaints filed against the Contractor within five (5) years prior to the proposal submittal that demonstrates a pattern of failing to pay workers prevailing wages, unless there are extenuating circumstances that are acceptable to the Owner. The Owner may also use independent sources of information that may be available to otherwise determine whether the Contractor is in compliance with these supplemental criteria.
- f. The Contractor shall not have had any public works contract terminated for cause

by a government agency during the five (5) year period immediately preceding the proposal submittal for the project, unless there are extenuating circumstances acceptable to the Owner. The Contractor shall provide a duly executed sworn statement (on the included form, or in a form otherwise determined to be acceptable by the Owner), that the Contractor has not had any public works contract terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal deadline for the project. The Owner may also use independent sources of information that may be available to otherwise determine whether the Contractor is in compliance with these supplemental criteria.

- g. The Contractor shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects within three (3) years of the proposal submittal, that demonstrate a lack of effective management by the Contractor of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances which are acceptable to the Owner. The Owner may also use independent sources of information that may be available to otherwise determine whether the Contractor is in compliance with these supplemental criteria.
  - h. Within two (2) years prior to the proposal submittal the Contractor shall not have had a project construction site shut down due to a safety violation (i.e., WISHA / OSHA written citations) from the Washington State Department Labor & Industries or analogous agency with jurisdiction in the location the work was performed, regardless of whether such willful and/or serious safety violations have been abated or not. The Contractor shall maintain compliance with all safety and health requirements (i.e., WISHA / OSHA) from the Washington State Department Labor & Industries (or analogous agency with jurisdiction in the location the work is performed). The Owner may verify such information provided with the Washington State Department Labor & Industries or analogous agency with jurisdiction in the location the work was performed. The Owner may also use other sources of information that may be available to otherwise determine whether the Contractor is in compliance with these supplemental criteria.
- C. If a Contractor fails to supply the required Contractor responsibility documentation, information, or materials, then Contractor may be determined by the Owner to be non-responsive, and the proposal may be rejected on this basis. If the Owner determines the Contractor does not meet the Contractor responsibility criteria above and is therefore not a responsible Contractor, the Owner shall notify the Contractor in writing with the reasons for its determination. If the Contractor disagrees with this determination, it may appeal the determination within twenty-four (24) hours of receipt of the Owner's determination by presenting additional written information to the Owner. The Owner will consider the additional information before issuing its final determination. If the Owner's final determination affirms that the Contractor is not responsible, the Owner will not execute a contract with any other Contractor until two (2) business days after the Contractor determined to be not responsible has received the final determination. Please note that the above-described information, materials, and documentation requested by the Owner for purposes of determining Contractor's responsibility is not necessarily exclusive, and

the Owner expressly reserves the right to request additional information, materials, and documentation as may be determined to be necessary or desirable by the Owner in order to evaluate and determine Contractor's compliance with the above-described Contractor's responsibility criteria. At all times, the Owner may also use other sources of information that may be available to otherwise determine whether the Contractor is in compliance with the forgoing Contractor's responsibility criteria.

**END OF SECTION**



**NON-COLLUSION, CONTRACTOR RESPONSIBILITY, AND  
MINIMUM WAGE CERTIFICATION FORM**

In accordance with the Contract Documents Contractor must provide the following sworn statement and certification:

Contractor: GARLAND/DBS, INC.

Contractor Address:

3800 East 91<sup>st</sup> Street Cleveland, OH 44105

Telephone No. 216-430-3522 E-Mail: Hdobson@GARLANDCO.COM

I, Dillon Lambert, the undersigned declarant, as the duly authorized representative on behalf of GARLAND/DBS, INC. (herein the "Contractor") hereby make this declaration on the basis of facts within the scope of my first-hand knowledge and authority to which I am competent to testify:

1. I hereby certify, swear and affirm under penalty of perjury, that the Contractor, as of the date of this declaration (below) meets all of the minimum Contractor responsibility qualifications of RCW 39.04.250, as amended.
2. I hereby certify, swear and affirm under penalty of perjury, that the Contractor, as of the date of this declaration (below) meets all of the minimum project bidding requirements outlined in the Contractor's Qualifications Form (Section 00 10 20) Item 8, if any.
3. I hereby certify, swear and affirm under penalty of perjury, that the Contractor, as of the date of this declaration (below) meets all of the supplemental Contractor responsibility criteria as set forth in the Contractor's Responsibility Criteria (Section 00 15 30), Section B.
4. I hereby certify, swear and affirm under penalty of perjury, that the undersigned is the person that submitted the proposal herewith, that such proposal is genuine and not a sham or collusive, or made in the interest of any person not therein named; and he/she further says that said Contractor has not directly or indirectly induced or solicited any Contractor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said Contractor has not in any manner sought by collusion to secure to himself or to any other person an advantage over any other Contractor or Contractors.

5. I hereby certify, swear and affirm under penalty of perjury, that in connection with the performance of the work of this Project, if awarded, I will pay each classification of laborer, workman, or mechanic employed in the performance of such work; not less than the prevailing rate of wage or not less than the minimum rate of wages as specified in the Contract Documents.

Signed under penalty of perjury under the laws of the State of Washington this 16 day of August, 2024, at Cleveland, ~~Washington~~ OHIO.

Contractor: Garland/DBS, Inc.  
Signature: [Signature]  
Name (Printed): Brian Lambert  
Title: President



OHIO  
~~STATE OF WASHINGTON~~ SS.  
COUNTY OF Cuyahoga

I certify that I know or have satisfactory evidence that Brian Lambert is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was duly authorized execute the instrument and acknowledged it as the President of Garland/DBS, Inc. to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 16 day of August, 2024.

[Signature]  
Notary Public in and for the State of Washington

Name (Printed): Heidi Jeanette Dobson Residing at: Cleveland OHIO

Commission Expiration: 11-5-2026



NOTICE TO ALL BIDDERS

To report bid rigging activities call: 1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., ET. Anyone with knowledge of possible bid rigging,



bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**END OF SECTION**

RETAINAGE INVESTMENT OPTION

CONTRACTOR: Garland

PROJECT NAME: Houghton Village Roof Maintenance

DATE:

Pursuant to R.C.W. 60.28.010, as amended, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the Owner will hold your retainage as described in "Current Expense" option 1 below.

1. Current Expense: The Owner will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
2. Interest Bearing Account: The Owner will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you. Any fees incurred shall be the responsibility of the contractor.
3. Escrow/Investments: The Owner will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the moneys reserved are to be placed in escrow, the Owner will issue a check representing the sum of the moneys reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the Owner and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues.


*The Contractor in choosing option (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.*

4. Bond-in-Lieu: With the consent of the Owner, the contractor may submit a bond for all or any portion of the amount of funds retained by the Owner in a form and from an authorized surety insurer acceptable to the Owner. Such bond and any proceeds therefrom shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in this chapter. The Owner shall release the bonded portion of the retained funds to the contractor within thirty days of accepting the bond from the contractor. Whenever an Owner accepts a bond in lieu of retained funds from a contractor, the contractor shall accept like bonds from

any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier to the subcontractor or supplier within thirty days of accepting the bond from the subcontractor or supplier.

Retainage is normally released 30 days after Final Acceptance of the work, or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be retained longer, due to its seasonal nature. State law allows for limited early release in certain circumstances.

**CONTRACTOR:**

Signature:   
Print or Type Name: *Brian Lambert*  
Title: *President*  
Date: *8/16/24*



**THIS FORM TO BE EXECUTED AFTER CONTRACT IS AWARDED**

**END OF SECTION**



**AGREEMENT FORM**

THIS AGREEMENT is made and entered into this 15<sup>th</sup> day of August, 2024 by and between the City of Kirkland, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "City" and Garland/DBS, Inc, hereinafter referred to as "Contractor" effective as of the date of the first signature on the agreement so long as all other parties' authorized signatories have also executed the Agreement.

In consideration of the mutual covenants and obligations contained herein, the City and Contractor agree as follows:

1. **Agreement.** The "Contract Documents" form the "Contract." The Contract Documents consist of this Agreement, any attached Exhibits, the Project Manual, including the General Conditions; Supplemental Conditions, if any, Special Provisions, if any, the Specifications, Contract Plans, and Amendments to the Specifications; and written modifications, amendments and Change Orders to the Contract issued after execution of this Agreement, the OMNIA Contract No. PW1925 Bid Documents for the Project and all documents submitted therewith in response to the Invitation to Bid, the Contractor's Proposal, and any additional documents referenced as comprising the Contract and Contract Documents, which are hereby fully incorporated as part of the Contract as if set forth herein.
  
2. **Project.** Contractor shall fully complete all Work and furnish all labor, tools, materials, and equipment for the project entitled Peter Kirk Community Center Roof Liquid Applied Membrane, Project No. GGC0450000, including all changes to the Work, timely and in strict accordance with the Contract Documents.
  
3. **Contract Sum.** In consideration of full and faithful compliance with the terms and conditions of this agreement and the Contract Documents, the City shall pay Contractor, at the times and in the manner provided in the Contract Documents, the total sum of three-hundred thirty thousand three hundred forty-two dollars and 13/100 (\$330,342.13), which sum is subject to increase or decrease as modified by an approved Change Order or addendum as permitted by the Contract Documents. The Contract Sum is based on the proposal Lump Sum amount (\$299,766) plus anticipated Washington State Sales Tax (10.2%). The Contract Sum and all payments to Contractor include the costs for all labor, tools, materials, equipment, and subcontracts for the Work.

Description	Price
<b>Lump Sum:</b> RESTORATIONS - RECOATING OF EXISTING ROOF SYSTEMS : RESTORATION OF A MINERAL-SURFACE BUR/MODIFIED BUR SYSTEMS WITH FULLY-REINFORCED, TWO-COMPONENT, LOW-ODER URETHANE	\$288,936
Washington State Sales Tax (10.3%)	\$ 29,760.41
Total Contract Sum	\$318,696.41

The following unit items and quantities are included in Lump Sum above:

Item	Description	Unit	Quantity
23.01	Cleaning & Caulking	SF	12,500
15.32	Urethane seam reinforcing	LF	3,750
15.19	Restoration with fully reinforced two-component urethane	SF	12,500
22.03	Material Staging	%	25
22.21	Mobilization and disposal	%	10

4. **Unit Prices.** Increased changes in quantities or additive work will be subject to a change order with pricing not to exceed unit pricing set forth in the OMNIA Contract PW1925, which are excerpted in part below. See OMNIA Contract PW1925 for full unit price list and descriptions. Sales tax is not included in the unit prices listed below. Decreases in quantities will be subject to a deductive change order based on negotiation between the parties based on reasonable market price.

**Not to Exceed Unit Prices:**

Item	Description	NTE Price Per Unit
23.01	Cleaning & Caulking	\$1.02/SF
15.32	Seam Reinforcing	\$16.48/LF
15.19	Restoration with fully reinforced two-component urethane	\$14.64/SF
22.03	Material Staging	25%/percentage
22.21	Mobilization	10%/percentage

See Specification OMNIA Contract PW1925 of the Contract Documents for description of Allowances.

5. **Payments.** The basis of payment will be the actual quantities of work performed according to the Contract and as specified for payment. Payments will be made according to Part 6 of the General Conditions.
6. **Completion Date.** The Contract Time shall be measured from the Notice to Proceed date to the date of Substantial Completion, subject to adjustments of the Contract Time as provided in the Contract Documents. Time is of the essence in completion of the Work. Contractor shall achieve Substantial Completion of the Work by one hundred (100) consecutive calendar Days after receipt of the notice to proceed, which shall be sent via e-mail, subject to adjustments of this Contract Time as provided in the Contract

Documents, and shall achieve Final Completion not later than forty-five (45) consecutive calendar Days thereafter. Contractor represents to the City that the Contract Time is adequate for full performance of the Work. Contractor shall also achieve any interim milestones and phasing requirements set forth in the Contract Documents. If the physical Work under this Agreement is not completed within the time specified, Contractor shall pay liquidated damages and all engineering inspection and supervisions costs to the City as specified in the Contract Documents.

7. **Liquidated damages.** The City will assess, and Contractor will be responsible for, liquidated damages in the amount of \$500.00 per Day for each Day beyond the Contract Time that Substantial Completion is not timely achieved and \$500.00 per Day beyond the Contract Time that Final Completion is not timely achieved. Contractor and the City agree that any liquidated damages established by this Agreement are not penalties and are a reasonable estimation of actual damages to the City, as of this date of Agreement, based on the inherent uncertainty and difficulty in calculating and quantifying damages caused by delays in the construction of the Project. This provision is intended to be in lieu of Contractor's liability for delay damages sustained by Owner by reason of Contractor's delay in reaching Substantial Completion by the date set for Substantial Completion. This provision shall not relieve or release Contractor from liability occasioned by other breaches or defaults under this Contract, nor shall it limit Owner's rights to terminate the Contract for cause pursuant to the General Conditions or to pursue any other remedy under the Contract or otherwise. In addition, Owner may recover its actual damages (including direct architectural, administrative, and other related costs attributable to the Project) as a result of any delay by Contractor in reaching Final Completion within the time required in Paragraph 4 above.
8. **Independent Contractor.** Contractor's employees, while engaged in the performance of any of Contractor's services under this Agreement, shall be considered employees of the Contractor and not employees, agents, representatives of the City and as a result, shall not be entitled to any coverage or benefits from the City. Contractor's relation to the City shall be at all times as an independent contractor. Any and all Workman's Compensation Act claims on behalf of Contractor employees, and any and all claims by third-party as a consequence of any negligent act or omission on the part of Contractor's employees, while engaged in services provided to be rendered under this Agreement, shall be solely Contractor's obligation and responsibility.
9. **Jurisdiction and Venue.** Any lawsuit or legal action brought by any party to enforce or interpret this Agreement or any of its terms or covenants shall be brought in King County Superior Court for the State of Washington.
10. **Contract is complete and integrated agreement.** The Contract represents the entire, complete, and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. No oral representations or other agreements have been made by the parties except as specifically established in the Contract.
11. **Severability.** A court of competent jurisdiction's determination that any provision or part





CITY OF KIRKLAND  
Houghton Village Roof Maintenance  
KIRKLAND, WASHINGTON

SECTION 00 52 20  
AGREEMENT FORM

END OF SECTION

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**BONDS AND CERTIFICATES**

The bond and insurance requirements set forth on the following pages are required of the Contractor.

1.01                    GENERAL: In addition to the Bid Security, the City of Kirkland requires the Contractor to furnish the bonds and insurance as listed in Section 00 70 00.

1.02                    EVIDENCE OF COMPLIANCE:

- A. Performance Bond: Submitted at time of execution of the Contract and attached thereto.
- B. Labor, Materials, and Taxes Bond: Submitted at time of execution of the Contract and attached thereto.
- B. Insurance: A Certificate of Insurance shall be filed with the Owner. This Certificate shall be reflective of all Insurance Coverage required by the City's Contract Documents. Any Certificate filed with the City of Kirkland found to be incomplete or not according to Form, will be returned as not satisfactory. Rejected Certificates shall be corrected as necessary and resubmitted to the City of Kirkland.

All insurance coverages shall be endorsed to include Owner, its officers, its elected officials, its employees, its consultants, and any required governmental agencies as additional named insureds for Work performed in accordance with the Contract Documents, and all insurance certificates and endorsements shall evidence such additional insureds.

In addition to the foregoing, the Certificate of Insurance must include a Cancellation Notification of not less than forty-five (45) days. The Certificate should also contain the Owner's Project number and Project Title to reference the Contract to which the Certificate applies.

1.03                    INSURANCE GENERALLY: The Contractor shall not commence work under this contract until he has obtained the insurance required hereunder and such insurance has been approved by the City of Kirkland. In like manner, the General Contractor shall not allow any subcontractor to commence work on any subcontract until the subcontractor has submitted to the General Contractor a Certificate of Insurance reflective of the coverage required by the City of Kirkland. The City of Kirkland's approval of insurance shall not relieve or decrease the Contractor's liability hereunder.

1.04                    CONTRACTOR'S LIABILITY INSURANCE: Refer to Section 00 70 00 Part 2.

1.05                    BUILDER'S RISK INSURANCE: Refer to Section 00 70 00 Part 2.



1.06

BONDS: Refer to Section 00 70 00 Part 2.

**END OF SECTION**

PERFORMANCE BOND

SURETY TO HAVE AN A.M. BEST RATING OF A:VII OR BETTER.

Bond No. 30226687

KNOW ALL PERSONS BY THESE PRESENTS, that Garland/DBS, Inc (Contractor), as Principal, and Western Surety Company; State of Incorporation: South Dakota (insert name of surety), as Surety, a corporation duly organized under the laws of the State of , (insert Surety's state of incorporation), and authorized to do business as a surety in the State of Washington, are held and firmly bound unto the City of Kirkland (City) in the sum of ~~Three Hundred Eighteen Thousand Six Hundred Ninety Six and 41/100~~ dollars (\$ 318,696.41), lawful money of the United States of America, plus the total amount of extra orders issued by the City to the Principal pursuant to the terms of the Contract referred to in the next succeeding paragraph hereof, for the payment whereof Principal and Surety bind ourselves, and our heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has been awarded, and is about to enter into, a written Contract with the City for **Project Name: Houghton Village Roof Maintenance**, which is hereby made a part of this bond as if fully set forth herein;

NOW, THEREFORE, the condition of this bond is such that:

If the Principal shall completely and faithfully perform all of its obligations under the Contract, including any warranties required thereunder, and all modifications, amendments, additions, and alterations thereto, including modifications which increase the contract price or time for completion, with or without notice to the surety;

If the Principal shall indemnify and hold the City harmless from any and all losses, liability, damages, claims, judgments, liens, costs, and fees of any type that the City may be subject to because of the failure or default of the Principal (a) in performance of any of the terms, conditions, or obligations of the Contract, including all modifications, amendments, additions, and alterations thereto, and any warranties required thereunder, and/or (b) in the payment for labor, equipment, and materials by satisfying all claims and demands incurred under the Contract, and reimbursing and paying Owner all expenses that Owner may incur in making good any default by the Principal; and

If the Principal shall indemnify and hold the City harmless from all claims, liabilities, causes of action, damages and costs, including property damages and personal injuries, resulting from any defect appearing or developing in the material provided or workmanship performed under the Contract;

THEN THIS obligation shall be null and void; otherwise to remain in full force and effect. If the City shall declare Principal to be in default of the Contract, and shall so notify Surety, Surety shall, within a reasonable time which shall not exceed 14 days, except for good cause shown, notify the City in writing of the manner in which surety will satisfy its obligations under this Bond.

Nonpayment of the Bond premium will not invalidate this Bond nor shall the City be obligated for the payment thereof. The Surety hereby waives notice of any modification of the Contract or extension of time made by the City.

Signed this 16th day of August, 2024.

Principal: Garland/DBS, Inc.

By: Brian Lambert

Title: President

Address: 3800 East 91st Street

City/Zip: Cleveland, OH 44105

Surety: Western Surety Company

By: Therese M. Jackson

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

City/Zip: Chicago, IL 60606



Telephone: (216) 430-3522 Telephone: (605) 336-0850

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance bond.



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Sandra M Winsted, Jennifer L Jakaitis, Christopher P Troha, Derek J Elston, Susan A Welsh, Christina L Sandoval, Judith A Lucky-Eftimov, Aerie Walton, Bartlomiej Siepierski, Nicholas Pantazis, Samantha Chierici, Kristin L Hannigan, Corinne Chapman, Roger Paraison, Jean Torres, Nicholas Kertesz, Dartonya Wright, Richard Casas, Therese M Jackson, Tara A Maquinto, Rachel Fore, Individually**

of Chicago, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 31st day of January, 2024.



WESTERN SURETY COMPANY

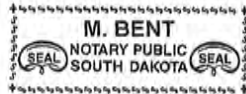
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 31st day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of August, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to [www.chasurety.com](http://www.chasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



**LABOR, MATERIAL, AND TAXES BOND (PAYMENT BOND)**

Surety to have an A.M. Best rating of A:VII or better.

Bond No. 30226687

KNOW ALL PERSONS BY THESE PRESENTS, that, Garland/DBS, Inc (**Contractor**), as Principal, and Western Surety Company, (insert name of surety), as Surety, a corporation duly organized under the laws of the State of South Dakota (insert Surety's state of incorporation), and authorized to do business as a surety in the State of Washington, are held and firmly bound unto the City of Kirkland (City) for the use and benefit of claimants as hereinafter defined, in the sum of Three Hundred Eighteen Thousand Six Hundred Ninety Six and 41/100 **Dollars (\$ 318,696.41 )**, lawful money of the United States of America, plus the total amount of any extra orders issued by the City, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has been awarded, and is about to enter into, a Contract with City of Kirkland for **PROJECT NAME: Houghton Village Roof Maintenance**, which contract is by this reference made a part hereof;

WHEREAS, the contract is a public works contract, subject to the provisions of RCW Titles 39 and 60;

NOW, THEREFORE, the conditions of this obligation are such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for (a) all labor and material used or reasonably required for use in the performance of the contract and (b) all taxes, increases, and penalties incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions: A claimant is defined as and includes (a) a person claiming to have supplied labor or materials for the prosecution of the work provided for in the contract, including any person having direct contractual relationship with the contractor furnishing the bond or direct contractual relationship with any subcontractor, or an assignee of such person, (b) the state with respect to taxes incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due and (c) any other person or entity as allowed or required by law.

The Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full prior to Final Acceptance of the project, or materials were furnished by such claimant, has an action on this bond for such sum or sums as may be justly

CITY OF KIRKLAND  
Houghton Village Roof Maintenance  
KIRKLAND, WASHINGTON

SECTION 00 61 41  
PAYMENT BOND

due claimant, and may have execution thereon. The City shall not be liable for the payment of any

- (Form continues on next page)

- costs or expenses of any such suit or action.

No suit or action shall be commenced hereunder by any claimant (except the state with respect to taxes, increases, and penalties incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due) unless the claimant has sent the written notice required under RCW Title 39 to the Principal and to the City's Purchasing Agent by registered or certified mail, or by hand delivery, no later than 30 days after Final Acceptance of the Project.

- The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against the improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- The Surety hereby waives notice of any modification of the contract or extension of time made by the City.



Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024

16th August

Principal:

Garland/DBS, Inc.

Surety:

Western Surety Company

By:

*Brian Lambert*  
Brian Lambert

By:

*Therese M. Jackson*  
Therese M. Jackson

Title:

President

Title:

Attorney-in-Fact

Address:

3800 East 91st Street

Address:

151 N. Franklin Street

City/Zip:

Cleveland, OH 44105

City/Zip:

Chicago, IL 60606

Telephone: (216) 430-3522

Telephone: (605) 336-0850

August 15, 2024 00 61 41 - 2 of 3



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Sandra M Winsted, Jennifer L Jakaitis, Christopher P Troha, Derek J Elston, Susan A Welsh, Christina L Sandoval, Judith A Lucky-Eftimov, Aerie Walton, Bartlomiej Siepinski, Nicholas Pantazis, Samantha Chierici, Kristin L Hannigan, Corinne Chapman, Roger Paraison, Jean Torres, Nicholas Kertes, Dartonya Wright, Richard Casas, Therese M Jackson, Tara A Maquinto, Rachel Fore, Individually

of Chicago, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 31st day of January, 2024.



WESTERN SURETY COMPANY

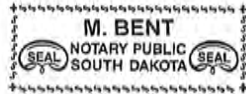
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 31st day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of August, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

- 
- Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance bond.

- 

- **END OF LABOR, MATERIAL AND TAXES PAYMENT BOND FORM**



## GENERAL CONDITIONS

### PART 1 – GENERAL TERMS

#### 1.1 DEFINITIONS

- A. "Application for Payment" means a written request submitted by Contractor to Owner for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner may require.
- B. "Architect," "Engineer," or "A/E" means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.
- C. "Award of Contract" refers to City of Kirkland Council's acceptance of the Contractor's Bid. Council Award, or Bid Rejection, will occur within 60 calendar days after Bid opening. If the lowest responsible Bidder and the City of Kirkland agree, this deadline may be extended. If they cannot agree on an extension by the sixty (60) calendar day deadline, the City of Kirkland reserves the right to Award the Contract to the next lowest responsible Bidder or reject all Bids. The City of Kirkland will notify the successful Bidder of the Contract Award in writing.
- D. "Change Order" means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.
- E. "Claim" means Contractor's exclusive remedy for resolving disputes with Owner arising out of or relating to the Contract Documents or the breach thereof or requesting an adjustment in the Contract Sum or Contract Time. As used in the Contract Documents, the exclusive meaning of "equitable adjustment" is the ability of Contractor to follow the contractual dispute resolution process as set forth herein, including the requirement for submitting a timely Notice, substantiation, and Claim.
- F. "Construction Change Directive" ("CCD") is a written order prepared by Owner that directs Work prior to total agreement on adjustment, if any, in the Contract Sum or Contract Time, or both.
- G. The "Contract" is the agreement between Owner and Contractor and is formed by the Contract Documents. The Contract represents the entire and integrated agreement between Owner and Contractor and supersedes prior negotiations, representations or agreements, either written or oral.

- H. "Contract Award Amount" is the sum of the Base Bid and any City accepted Alternates, including applicable sales tax at the current rate where the project resides.
- I. "Contract Documents" includes the Executed Agreement, General Conditions, modifications to the General Conditions, Supplementary and Special Conditions, Drawings and Specifications, the Project Manual, the Bonds and Insurance Certificate Requirements provided in the Bid Documents, and all addenda and modifications thereof.
- J. "Contract Sum" is the total amount payable by Owner to Contractor for performance of the Work in accordance with the Contract Documents, including all taxes imposed by law and properly chargeable to the Work, including applicable sales tax at the current rate where the project resides.
- K. "Contract Time" is the number of calendar days allotted in the Contract Documents from the Notice to Proceed for achieving Substantial Completion of the Work.
- L. "Contractor" means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- M. "Day(s)" means calendar day(s) unless otherwise specified.
- N. "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
- O. "Final Acceptance" means the written acceptance of the Work by Owner, as more fully set forth in Section 6.
- P. "Final Completion" means that the Work is fully and finally complete in accordance with the Contract Documents and Contractor has submitted its final Application for Payment, as more fully set forth in Section 6.
- Q. "Force Majeure" means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in Section 3.
- R. "Notice" means a written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice.
- S. "Notice to Proceed" means a written Notice from Owner to Contractor that permits pre- construction and construction activities to commence upon specified terms and defines the date on which the Contract Time begins to run.

- T. "Owner" means the City of Kirkland, a municipal corporation, which has the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents. Owner shall designate in writing a Representative who shall have authority to bind Owner with respect to all matters requiring Owner's approval or authorization. A/E does not have such authority.
- U. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.
- V. "Prior Occupancy" means Owner's use of all or parts of the Project before Substantial Completion, as more fully set forth in Section 6.
- W. "Project Manual" means all Bid Documents, Contract Documents, General Conditions, Supplementary Conditions, if any, Specifications, Special Provisions, if any, and Addenda, if any.
- X. "Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in Section 3.
- Y. "Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.
- Z. "Schedule of Values" means a written breakdown allocating the total Contract Sum to each principal category of Work, in such detail and format as requested by Owner.
- AA. "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services. Specifications are prepared in sections which conform generally with trade practices. These sections are for Owner and Contractor convenience and shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by any trade.
- AB. "Subcontract" means a contract between Contractor and a Subcontractor for the purpose of obtaining supplies, materials, equipment, work or services of any kind for or in connection with the Work.
- AC. "Subcontractor" means any Person of any tier, other than Contractor, who agrees to furnish or furnishes by contract with, or through Contractor, any supplies, materials, equipment, or services of any kind in connection with the Work.
- AD. "Substantial Completion" means that stage in the progress of the Work (or portion of the Work designated and approved by Owner) when the construction is sufficiently complete, in accordance with the Contract Documents, so that Owner

can fully occupy or utilize the Work (or portion designated by Owner) for its intended use, as more fully set forth in Section 6. There may be separate dates of Substantial Completion specified in the Contract Documents for various phases or portions of the Work.

AE. "Work" means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

AF. "Work Site" means the space identified and circumscribed on construction documents. The work site is controlled by the Contractor and the Contractor is responsible for compliance to regulatory requirements within the circumscribed area. Changes to the work site shall be submitted by Contractor and approved by Owner.

## 1.2 ORDER OF PRECEDENCE

Any conflict or inconsistency in the Contract Documents shall be resolved by giving the documents precedence in the following order, with a revision to a Contract Document having precedence over the original document and a later document having precedence over an earlier document:

1. Executed Agreement, including any Change Orders.
2. Supplementary Conditions.
3. Special Conditions or Modifications to the General Conditions.
4. General Conditions
5. Specifications and Drawings. The Specifications and Drawings are complementary and shall have equal precedence. Thus, anything mentioned in the Specifications but not shown on the Drawings, or shown on the Drawings but not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. If there is any inconsistency between the Specifications and Drawings, Contractor will make an inquiry to Owner to determine how to proceed. Unless otherwise directed, Contractor will provide the better quality or greater quantity of any Work or materials, as reasonably interpreted by Owner, at no change in the Contract Sum or Contract Time. In case of conflict within the Specifications, provisions in Division 1 shall take precedence over provisions of any other Division. In case of conflict within the Drawings, large scale Drawings shall take precedence over small scale Drawings.
6. Signed and Completed Bid Form



7. Instructions to Bidders
8. Advertisement for Bids

### 1.3 EXECUTION AND INTENT

Contractor Representations: Contractor makes the following representations to Owner:

1. Contract Sum and Contract Time reasonable: The Contract Sum is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work, as represented by the Contract Documents;
2. Contractor familiar with Project: Execution of the Contract by Contractor is a representation that Contractor has carefully reviewed the Contract Documents, visited and examined the Project site, become familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, weather, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof; No allowance shall subsequently be made on behalf of Contractor on account of error or negligence on its part or its failure to acquaint itself with the conditions of the site;
3. Contractor financially capable: Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and
4. Contractor can complete the Work: Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.

## PART 2 – INSURANCE AND BONDS

### 2.1 CONTRACTOR'S LIABILITY INSURANCE

General insurance requirements: Prior to commencement of the Work, Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured, including but not limited to (1) Certificates of Insurance, on ACORD Form 27 and/or ACORD Form 25-S, or other forms that are similarly binding on insurers, (2) the actual costs (expressed as a percentage) of Contractor's liability insurance under Section 2.1A.1 below, (3) endorsements, including endorsements for additional insureds as listed in Section 2.1D below, (4) evidence of State Workers' Compensation coverage, and (5) a copy of any builder's risk policy required by the Contract Documents. All

policies, endorsements and certificates must be signed copies and shall contain a provision that coverages afforded under the policies cannot be materially altered (i.e. the coverages reduced, the limits decreased or the additional insured removed) allowed to expire, or cancelled without first giving forty-five (45) days prior written Notice by certified mail to Owner. Contractor shall furnish to Owner copies of any subsequently issued endorsements amending, modifying, altering or restricting coverage limits. Review of Contractor's insurance by Owner shall not relieve or decrease the liability of Contractor. Companies writing the insurance to be obtained shall be licensed to do business under Chapter 48 RCW or comply with the Surplus Lines Law of the State of Washington, and shall be acceptable to Owner.

The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Owner's recourse to any remedy available at law or in equity.

The Contractor's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the Owner. Any insurance, self-insurance, or self-insured pool coverage maintained by the Owner shall be excess of the Contractor's insurance and shall not contribute with it.

Contractor shall include in the Contract Sum the cost of all insurance and bond costs required for the Work. Insurance carriers providing insurance shall be acceptable to Owner, and its A. M. Best rating of not less than A: VII. shall be indicated on the insurance certificates.

A. Term of insurance coverage: Contractor shall maintain the following insurance coverage during the Work and for three years after Final Acceptance, unless noted otherwise. Contractor shall also maintain the following insurance coverage during the performance of any corrective Work required by Section 5.

1. Commercial General Liability: Commercial General Liability (CGL) insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises and operations, employer's liability (stop gap), independent contractors, and products-completed operations for a period of three years following substantial completion of the Work for the benefit of the Owner; personal injury and advertising injury (including coverages A, B, and C); and liability assumed under an insured contract.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City of Kirkland shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City of Kirkland using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

2. Automobile Liability Insurance: Automobile liability insurance covering all owned, non-owned, hired, borrowed, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
  3. Worker's Compensation Coverage: Coverage as required by the Industrial Insurance laws of the State of Washington. Contractor shall comply with the Washington State Industrial Insurance Act and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act.
  4. Professional Liability: Required if professional services (e.g., architect, engineering, surveying, legal or medical) are being provided to the Owner and if those professional services are excluded from the General Liability Insurance provided. Coverage may be on a Claims Made basis if coverage is maintained at least 3-years beyond Final Acceptance.
- C. Insurance to protect for the following: All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by Contractor or any Subcontractor.
- D. Owner as Additional Insured: All insurance coverages shall be endorsed to include Owner, its officers, its elected officials, its employees, its consultants, and any required governmental agencies as additional named insureds for Work performed in accordance with the Contract Documents, and all insurance certificates and endorsements shall evidence such additional insureds.
- E. Subcontractor Coverage: The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Owner is an additional insured on each Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations and give at least 30 Days' Notice of cancellation.
- F. Failure to Maintain Insurance: Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Owner may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due the Contractor from the Owner.

## 2.2 COVERAGE LIMITS

Insurance amounts: The minimum coverage limits shall be as follows for applicable required insurance are specified in the Bonds and Insurance Certificates Section (Section 00 60 00) included with the Bid Documents. To the extent not set forth in the Bonds and Certificates Section or otherwise in the Contract Documents, they are as set forth below:

1. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$6,000,000 general aggregate and a \$6,000,000 products-completed operations aggregate limit.
  - A. Limits of Liability shall not be less than \$3,000,000 Combined Single Limit for Bodily Injury and Property Damage (other than Automobile Liability) Each Occurrence; Personal Injury and Advertising Liability Each Occurrence.
  - B. \$6,000,000 Combined Single Limit Annual General Aggregate.
  - C. \$6,000,000 Annual Aggregate for Products and Completed Operations Liability.
  - D. \$3,000,000 Combined Single Limit for Automobile Bodily Injury and Property Damage Liability, Each Accident or Loss.
  - E. Professional Liability: The minimum acceptable coverage for Professional Liability shall be \$1,000,000, if applicable.
  - F. Coverages and Minimums: The Owner does not represent that the minimum required insurance coverage or limits are adequate to protect Contractor from all liabilities.
  - G. If the Contractor maintains higher insurance limits than the minimums shown above, the Owner shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Owner evidences limits of liability lower than those maintained by the Contractor.
2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.
3. Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through the Contractor's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.
4. Worker's Compensation Coverage. Employees not subject to the State Act shall be insured



under Employer's Liability with a \$2,000,000.00 limit of liability. A separate Certificate of Insurance shall be furnished to the Owner if any of the Contractor's payroll is not reported to the Washington State Industrial Insurance. The contractor shall be responsible for confirming compliance of all subcontractors with the above requirements.

### 2.3 INSURANCE COVERAGE CERTIFICATES

- A. Certificate required: Prior to commencement of the Work, Contractor shall furnish to Owner a completed certificate of insurance coverage and additional insured endorsements.
- B. List Project info: All insurance certificates shall name Owner's Project number and Project title.
- C. Cancellation provisions: All insurance certificates shall specifically require 45 Days prior notice to Owner of cancellation or any material change, except 30 Days for surplus line insurance.

### 2.4 PERFORMANCE AND PAYMENT BONDS

Conditions for bonds: Payment and performance bonds for 100% of the Contract Award Amount, including Washington state sales tax, shall be furnished for the Work, using the City of Kirkland Contract Bond Forms provided (Sections 00 61 40 and 00 61 41) covering faithful performance of the work and payment of labor, materials, and taxes. Furnish bonds issued by a bonding company licensed to transact business in the locality of the Work and approved by the Owner. The bond must state that it is provided pursuant to Ch. 39.08 RCW. Prior to execution of a Change Order, that cumulatively with previous Change Orders, increases the Contract Award Amount by 15% or more, the Contractor shall provide either new payment and performance bonds for the revised Contract Sum, or riders to the existing payment and performance bonds increasing the amount of the bonds. The Contractor shall likewise provide additional bonds or riders when subsequent Change Orders increase the Contract Sum by 15% or more. No payment or performance bond is required if the Contract Sum is \$35,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 50% of the Contract Sum for the period allowed by RCW 39.08.010.

### 2.5 ALTERNATIVE SURETY

When alternative surety required: Contractor shall promptly furnish payment and performance bonds from an alternative surety to protect Owner and persons supplying labor or materials required by the Contract Documents if (A) Owner has a reasonable objection to the surety; or (B) Any surety fails to furnish reports on its financial condition if required by Owner.

### 2.6 BUILDER'S RISK

Builder's Risk: Contractor shall provide Builder's Risk insurance covering interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the Work being performed. The

coverage shall be written on a "Builder's Risk" basis. All materials which are to be made part of the construction project are to be so insured while being stored at or off the job site(s) and/or while being transported to and from the job site(s). Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, wind, earthquake, theft, vandalism, malicious mischief, falsehood, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal including demolition, and damage to materials in transit or stored off-site. Builder's risk insurance shall cover reasonable compensation for A/E's services and expenses required as a result of an insured loss.

This Builders Risk insurance covering the Work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the Owner upon written request by the Contractor and written acceptance by Owner. Any increased deductibles accepted by the Owner will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the Owner has granted substantial completion of the project.

Contractor shall purchase and maintain Builder's Risk insurance in the amount of the Contract Sum, including all Change Orders, with no coinsurance provisions, for the Work on a replacement cost basis until Substantial Completion. For projects not involving new building construction, an "Installation Floater" is an acceptable substitute for the Builder's Risk insurance. The insurance shall cover the interests of Owner, Contractor, and any Subcontractors, as their interests may appear.

Insurance against loss of tools, equipment, machinery, motor vehicles, temporary structures, scaffolding, protective fencing, or otherwise not to be incorporated into the Work, owned or rented by the Contractor, the Contractor's agents, suppliers, contractors, or subcontractors is the responsibility of the Contractor and the cost of such insurance shall not be included in the cost of insurance required herein before.

Waiver of Subrogation Rights: Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's subconsultants, separate contractors, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. Contractor shall require a similar waiver from its Subcontractors of Subcontractors' subrogation rights against Contractor, Owner, A/E, A/E's subconsultants as part of their Subcontract. A waiver of subrogation shall be effective to a Person or entity even though that Person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the Person or entity had an insurable interest in the property damaged.

## **PART 3 – TIME AND SCHEDULE**

### **3.1 PROGRESS AND COMPLETION**

- A. Contractor to meet schedule: Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within the time period specified in the Contract Documents. If Contractor fails to perform in a timely manner in accordance with the Contract Documents and, through the fault of Contractor or Subcontractor(s), fails to meet the Progress Schedule, Contractor shall be in default and shall take such steps as may be necessary to immediately improve its progress without change in the Contract Sum or Contract Time.

## SUPPLEMENTAL CONDITIONS

UNLESS EXPRESSLY OTHERWISE INDICATED, THE FOLLOWING REQUIREMENTS SUPPLEMENT THE REFERENCED ARTICLES OF THE "GENERAL CONDITIONS" SECTION 00 70 00 AND SUPERCEDE THEM WHERE THEY CONTRADICT THE SAME.

### 0.1 COVID-19 Health and Safety Plan (CHSP)

The Contractor shall prepare a project specific COVID-19 health and safety plan (CHSP). The CHSP shall be prepared and submitted prior to beginning physical Work. The CHSP shall be based on and in compliance with the most current State and Federal requirements and applicable guidelines. If the State or Federal requirements are revised, the CHSP shall be promptly updated as necessary to conform to the current requirements. Contractor is responsible for staying informed of applicable State and Federal updates regarding COVID-19 requirements.

The Contractor shall update and resubmit the CHSP as the work progresses and new activities appear on the Progress Schedules. If the conditions change on the project, or for a particular activity, the Contractor shall update and resubmit the CHSP. Work on any activity shall cease if conditions prevent full compliance with the CHSP.

The CHSP shall address the health and safety of all people associated with the project including Owner, workers in the field, Contractor personnel, consultants, project staff, subcontractors, suppliers and anyone on the project site, staging areas, or yards.

The CHSP shall address all applicable state and federal regulation requirements and at a minimum contain the following information before Work begins:

1. Identify Designated Representative (Title and/or Name) Responsible for Compliance
  - a. Identify Designated Representative's responsibilities
  - b. Identify procedure which the designated representative will implement to screen employees for potential COVID-19 exposure.
2. Employee Responsibilities: Company policy addressing employee hygiene, illness or COVID-19 exposure.
3. Social Distancing
4. Jobsite/Office Best Practices
  - c. Project site cleaning protocol.
  - d. Operation specific protocols as needed to comply with federal and state regulations and applicable guidelines.
5. Managing Sick Employees
  - e. Process addressing employees that develop potential COVID-19 symptoms while at work (fever, cough, shortness of breath).
  - f. Process for managing employees before returning to work.
  - g. Process for response to employee notifying employer of positive test result



- for COVID-19.
6. Material Deliveries and Anyone Entering the Jobsite: Process to assure all outside vendors, suppliers and subcontractors comply with CHSP
  7. Training, Education, and Communication: Process to inform and educate all employees of information contained in the CHSP.

**COVID-19 Health and Safety Plan (CHSP) Inspection**

The Contractor shall grant full and unrestricted access to the Owner for CHSP Inspections. The Owner (or designee) will conduct periodic compliance inspections on the project site, staging areas, or yards to verify that any ongoing work activity is following the CHSP plan.

If the Owner becomes aware of a noncompliance incident either through a site inspection or other means, the Contractor will be notified immediately. The Contractor shall immediately remedy the noncompliance incident or suspend all or part of the associated work activity. The Contractor shall satisfy the Owner that the noncompliance incident has been corrected before the suspension will end.

END OF SECTION

**CONTRACTOR'S AFFIDAVIT OF RELEASE OF CLAIMS AND LIENS**

To OWNER: City of Kirkland  
123 5<sup>th</sup> Avenue  
Kirkland, WA 98033

Project Name: Houghton Village Roof

Project Number: GGC1510000

From CONTRACTOR: Garland/DBS Inc  
3800 E 91<sup>st</sup> St  
Cleveland, OH 44105

**CONDITIONAL RELEASE**

The undersigned does hereby acknowledge and certify that upon receipt by the undersigned of a check from \_\_\_\_\_, in the sum of \$\_\_\_\_\_ and when the check has been properly endorsed and has been paid by the bank upon which it was drawn, this document shall become effective to release any and all claims for compensation, impacts, additional time, costs, and rights of Claim or lien which the undersigned has on the above referenced Project for labor, services, equipment, materials furnished and/or claims through (Date: \_\_\_\_\_) except it does not cover any retention or items furnished thereafter. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned. Items and Claims not waived and released by this Instrument:

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

Signature: \_\_\_\_\_

(Authorized Corporate Officer/Partner/Owner)

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

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

DATED: \_\_\_\_\_ 20\_\_ at \_\_\_\_\_

(City, State)

**UNCONDITIONAL RELEASE**

The undersigned does hereby acknowledge and certify that the undersigned has been paid and has received progress payments in the sum of \$\_\_\_\_\_ for labor, services, equipment or materials furnished to the above referenced Project and does hereby release any and all claims for compensation, impacts, additional time, costs and rights of Claim or lien which the undersigned has on the above referenced Project, any state or federal statutory bond right and private bond right, any claim for payment. This release covers all payment for labor services, equipment, materials furnished and/or claims on the above referenced Project through (Date: \_\_\_\_\_) only and does not cover any retention or items furnished after that date. Items and Claims not waived and released by this Instrument:

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

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

Signature: \_\_\_\_\_

(Authorized Corporate Officer/Partner/Owner)

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

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

DATED: \_\_\_\_\_ 20\_\_ at \_\_\_\_\_

(City, State)

**END OF SECTION**

**CITY OF KIRKLAND  
Houghton Village Roof Maintenance  
KIRKLAND, WASHINGTON**

**SECTION 00 82 75  
CONTRACTOR'S AFFIDAVIT  
OF RELEASE**

DEPARTMENT OF LABOR WAGE RATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Prevailing wage rates for the locality or localities of the Work, as described by the Industrial Statistician of the Department of Labor and Industries, are required for this contract. Contractor remains solely responsible for verifying that the rates are accurate, current, and inclusive for all parts of this Work. Any off-site prefabrication may also require prevailing wages and the Contractor should contact the Department of Labor and Industries to ascertain those rates.
- B. Contractor to provide the "Notice of Intent to Pay Prevailing Wage Rates", as required by RCW 39.04, 39.12, 43.19, and 49.28 as amended. All paperwork regarding "Notice of Intent to Pay Prevailing Wage Rates" shall be sent directly to the Owner. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Contract as though fully set forth herein.

Current prevailing wage rates for King County will apply to this project.  
Current prevailing wage data are available online or at the following:

ADDRESS: Department of Labor and Industries  
Prevailing Wage Section  
P.O. Box 44540  
Olympia, Washington 98504-4540

<http://www.lni.wa.gov/TradesLicensing/PrevailingWage/RateDatabase/default.asp>

The General Contractor and his sub-contractors are to pay for all filing fees for Statements of Intent to Pay Prevailing Wages and Affidavits. Pay for any change in rate during the course of construction.

Submit forms to: Department of Labor and Industries  
Prevailing Wage Section  
P.O. Box 44540  
Olympia, Washington 98504-4540

END OF SECTION



Garland/DBS, Inc.  
3800 East 91<sup>st</sup> Street  
Cleveland, OH 44105  
Phone: (800) 762-8225  
Fax: (216) 883-2055



## ROOFING MATERIAL AND SERVICES PROPOSAL

City of Kirkland  
Houghton Village  
10718 NE 68th St  
Kirkland, WA 98033

Date Submitted: 08/13/2024

Proposal #: 25-WA-240965

MICPA # PW1925

Washington General Contractor License #: GARLAI\*903K4

UBI # 603-013-262

Purchase orders to be made out to: Garland/DBS, Inc.

**Please Note:** The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

### **Scope of Work: Base Bid - Low Slope Roof Restoration**

1. Establish a safe working perimeter around the affected roof areas
2. Establish site specific safety plan. This must be signed by the foreman and kept posted on site at all times.
3. Replace wet insulation in like fashion at a predetermined per foot rate.
4. Abandoned units will be disconnected and removed. Please include per unit price to safely lift disconnected units from the roof to the parking lot.
5. All internal drains must be snaked and cleared of debris then inspected for failed hardware.
  - a. Identified drains must be replaced with new lead drain inserts and hardware on a per unit basis with owners approval.
6. Clean and remove all debris on roof area.
7. While cleaning, inspect roof area for damaged seams, penetrations, punctures, poor flashing details and failed sealant joints; repair all defects with Mastic and 6 inch mesh as needed.
8. Prime roof field using Garla-Block Primer.



9. Tape and mask off all perimeter metal and traffic surfaces. Any overspill will need to be cleaned before retainage is released.
10. Remove perimeter skirt flashing, to be reinstalled at the end of the project.
11. Prior to beginning coating, please ensure all intakes within 50 ft of the work area are fixed with charcoal filters.
12. Determine where the first run of 6 in. (150 mm) wide Ulti-Mat fiberglass or Grip Polyester Soft reinforcement will be started and verify the surface is clean. For other details requiring reinforcement such as drains, penetrations or curbs, 12", 38" and 40" wide fabric reinforcement is available. Please note, always begin with flashing seams and details.  
Position 6" Grip Polyester Soft to roll out on seam/detail, apply coating at 3.0 gal./100 sq. ft.(1.22 l/m<sup>2</sup>) extending 4 in. (100mm) on each side of lap to where the reinforcement is to be applied. Immediately roll reinforcement into the coating and completely saturate surface, ensuring full encapsulation of fabric without pinholes, voids, openings or vertical fibers. Allow to cure before applying field coating.
13. a. Identified drains must be replaced with new lead drain inserts and hardware on a per unit basis with owners approval.
14. Prior to field coating application, the local Garland Representative needs to complete an inspection of all treated seams and details.
15. In areas around drains, fully reinforcing with 40" polyester.
16. Apply a base coating of Polyurea Base(liquitec) or Polyurea coating in a uniform manner at minimum application rate of 2 gal. /100 sq. ft. (0.61 l/m<sup>2</sup>) over the entire roof surface, including all flashings. Use a ¼" notched squeegee to spread coating and roller apply for uniform minimum coverage. Allow to cure thoroughly, but no more than 72 hours.
17. Apply a top coating of Polyurea Base or Polyurea coating in a perpendicular direction over the base coat at 1.5 gal./100 sq. ft. (0.41 l/m<sup>2</sup>)
18. Broadcast granules into existing coating at 30/lbs per sq. Assume 300 linear feet of walk path will be needed Please confirm color of granules prior to installing.

**Attachment C: Bid Form - Line Item Pricing Breakdown**

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
23.01	Cleaning & Caulking: Pressure Wash to Clean Horizontal Surfaces	\$ 1.02	12,500	SF	\$ 12,750
15.32	RESTORATIONS - RECOATING OF EXISTING ROOF SYSTEMS : REINFORCING SEAMS WITH TWO-COMPONENT, LOW-ODER URETHANE Reinforce Seams by Applying a Two-Component, Low-Oder Urethane 2 Gallons per Square / Reinforcement / 1 Gallons per Square (3 Gallons per Square on Seams)	\$ 16.48	3,750	LF	\$ 61,800

15.19	RESTORATIONS - RECOATING OF EXISTING ROOF SYSTEMS : RESTORATION OF A MINERAL-SURFACED BURs/MODIFIED BURs ROOF SYSTEMS WITH TWO-COMPONENT, LOW-ODOR URETHANE & REINFORCED SEAMS Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Reinforce Seams by Applying a Two-Component, Low-Oder Urethane 2.0 Gallons per Square / Reinforcement / 1.0 Gallon per Square (3 Gallons per Square on Seams) USE SEPARATE LINE ITEM, Wait 24-48 Hours, Apply Two-Component, Low-Oder Urethane as a Base Coat at a Rate of 2.0 Gallons per Square and a Top Coat at a Rate of 2.0 Gallons per Square Over the Entire Roof According to Manufacturer's Specifications.	\$ 14.64	12,500	SF	\$ 183,000
<b>Sub Total Prior to Multipliers</b>					<b>\$ 257,550</b>
22.03	MULTIPLIER - MULTIPLE MATERIAL STAGINGS Multiplier is applied when labor production is effected by the time it takes to stage a roof multiple times. Situations include, but are not limited to staging materials to perform work on multiple roof levels, planned shutdowns and restarts, portion of the job is over sensitive work areas requiring staging from more than one point, etc.	25	\$ 257,550	%	\$ 64,388
22.21	MULTIPLIER - ROOF SIZE IS GREATER THAN 10,000 SF, BUT LESS THAN 20,000 SF Multiplier is applied when Roof Size is greater than 10,000 SF, but less than 20,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across more of an average roof area resulting in fixed costs being a slightly larger portion of the overall job costs	10	\$ 257,550	%	\$ 25,755
<b>Total After Multipliers</b>					<b>\$ 347,693</b>

**Base Bid - Low Slope Roof Restoration:**

**Total Maximum Price of Line Items under the MICPA: \$ 347,693**

**Proposal Price Based Upon Market Experience: \$ 288,936**

**Garland/DBS Price Based Upon Local Market Competition:**

<b>James King Roofing</b>	<b>\$ 288,936</b>
<b>Commercial Industrial Roofing</b>	<b>\$ 293,875</b>
<b>V&amp;R Roofing</b>	<b>\$ 376,563</b>
<b>Eager Roofing</b>	<b>\$ 402,454</b>
<b>Tecta America Seattle</b>	<b><i>Disqualified Due to Lack of Schedule Availability</i></b>

**Unforeseen Site Conditions (James King Roofing):**

\*Removal/Disposal of Non Use HVAC Units \$ 666.90 Each

**\*The units must be disconnected prior to contractor completing the loading of the roof.**

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

**Clarifications/Exclusions:**

1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
2. Permits are excluded.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Prevailing Wages are excluded.
7. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

*Matt Egan*

Matt Egan  
Garland/DBS, Inc.  
(216) 430-3662