

CITY OF MERCER ISLAND

KING COUNTY, WASHINGTON



MERCER ISLAND PUBLIC WORKS DEPARTMENT  
**CITY HALL LOBBY RENOVATIONS**

BID NUMBER: 22-34

CONTRACT SPECIFICATIONS OCTOBER 2022

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## DIVISION 01 - GENERAL REQUIREMENTS

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**NOTICES**

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## Advertisement for Bids City of Mercer Island

Project Title: City Hall Lobby Renovations  
Bid Number: 22-34  
Engineer's Estimated Cost: \$322,000 (excludes WSST)

Sealed bids will be received, not sent, electronically by the city until **2:00 pm on November 10, 2022**. Bidders shall submit their bids in PDF format to the Public Works email address at [publicworks@mercerisland.gov](mailto:publicworks@mercerisland.gov).

There will be no public bid opening for this project; bid results will be posted on the City's webpage at: <https://www.mercerisland.gov/rfps>.

Bidder questions are to be directed to the Public Works Department, by email only at [publicworks@mercerisland.gov](mailto:publicworks@mercerisland.gov) with the subject line "Bid 22-34 Questions". The Project Team will receive questions until **2:00 pm on October 27, 2022**. Questions received after this date or without the proper subject line will not be answered. All questions and responses will be posted in an addendum by **November 1, 2022** to the Builders Exchange site.

An optional pre-bid walk through will be held at Mercer Island City Hall at **10:00 am on Monday, October 24, 2022**. The City, at its sole discretion, may schedule an additional pre-bid walk through.

Work to be performed under this contract includes furnishing all labor, equipment, and materials necessary for the renovation of the City Hall lobby, including, but not limited to: demolition of existing non-structural columns, structural column finish cladding, lighting and finishes throughout area of work, new non-structural partitions, ceilings and lighting.

A single contract is to be awarded to the responsible bidder submitting the lowest responsive bid. The City reserves the right to reject any and all bids and to waive minor irregularities.

Plans, specifications, addenda, and bidders list are available on-line through Builders Exchange of Washington, Inc. at <http://www.bxwa.com>. Click on "Posted Projects", "Public Works", "City of Mercer Island", "Projects Bidding". Builders Exchange manages the official bidders list. Bidders are encouraged to register in order to receive automatic email notification of future addenda and to be placed on the official bidders list.

Plans and specifications are also available at the City of Mercer Island website <https://www.mercerisland.gov/rfps>. Addenda may not be available or updated on this website.

A bid deposit in the amount of five percent (5%) of the bid total price must accompany each bid.

The City of Mercer Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged

business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Andrea Larson, City Clerk

Published: Seattle Daily Journal of Commerce – 10/10/22, 10/17/22, 10/24/22, 10/31/22, 11/7/22

## **City of Mercer Island Instructions to Bidders**

### 1. ELIGIBILITY TO BID:

It is the intent of the City to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. To be eligible to bid, each Bidder must:

- A. At the time of bid submittal, have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW; and
- B. Have a current Washington Unified Business Identifier (UBI) number; and
- C. If applicable:
  - i. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW; and
  - ii. Have a Washington Employment Security Department number, as required in Title 50 RCW; and
  - iii. Have a Washington Department of Revenue 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); and
- E. Completed the L&I online training or meet the prior experience requirements in RCW 39.04.350(1)(f); and
- F. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48 or 49.52 RCW.

A contract shall only be awarded to a Bidder that demonstrates to the City's satisfaction that the Bidder is qualified to perform the Work and is, therefore, a responsible bidder.

### 2. SUBCONTRACTOR RESPONSIBILITY CRITERIA:

The Bidder must verify responsibility criteria for each first-tier subcontractor, and each subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Upon request of the City the Bidder shall promptly provide documentation to the City demonstrating that the subcontractor(s) meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

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

- A. Have a current certificate of registration in compliance with chapter 18.27 RCW; and
- B. Have a current Washington Unified Business Identifier (UBI) number; and
- C. If applicable:
  - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW; and
  - ii. Have a Washington Employment Security Department number, as required in Title 50 RCW; and
  - iii. Have a Washington Department of Revenue state excise tax registration number as required in Title 82 RCW; and
  - iv. Have an electrical contractor license, if required by Chapter 19.28 RCW; and
  - v. Have an elevator contractor license, if required by Chapter 70.87 RCW; and
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3); and
- E. Completed the L&I online training or meet the prior experience requirements in RCW 39.04.350(1)(f); and
- F. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW

3. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE:

Each bidder is instructed to examine the Plans, Specifications, Addenda, the site of the proposed improvements, and conduct any other examination and investigation which the bidder may desire to make as to the accuracy of the nature of the work and the difficulties to be encountered. The Bidder shall be responsible for all costs associated with these additional examinations including all restoration work and damages which may be a result of such investigation. Bidders shall consider Federal, State, and local laws and regulations that may affect cost, progress, or performance of the work.

4. ADDITIONAL INFORMATION:

All questions about the meaning or intent of the Contract Documents are to be directed to the Public Works Department, by email only at [publicworks@mercerisland.gov](mailto:publicworks@mercerisland.gov) with the subject line "Bid 22-34 Questions".

No telephone questions will be accepted or considered. Bidders should include a reference to the specific Specification Section and paragraph number and/or Drawing number in the Contract Documents and should quote the passage being questioned.

The City will receive questions until **2 pm on October 27, 2022**. Questions received after this date or without the proper subject line will not be answered. All questions and responses will be posted by **November 1, 2022** to the Builders Exchange site. The City will delete bidder names from the text of question(s) and answers being sent.

Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5. WAGES:

This Contract is subject to Chapters 39.12 and 49.28 RCW, amendments thereto and regulations issued thereunder, relating to prevailing wages, benefits and other requirements. Bidders shall examine and be familiar with such requirements. No claim for additional compensation will be allowed which is based upon a lack of knowledge or a misunderstanding of any such requirements by the Bidder or a failure to include in Bidder's price adequate increases in such wages during the performance of this Contract. Current prevailing wage rates for King County can be obtained from the Washington State Department of Labor and Industries at <https://secure.lni.wa.gov/wagelookup/>.

6. PROGRESS AND COMPLETION:

Time is of the essence for this Project. Progress and completion of the Work shall comply with all requirements herein, and intermediate and final completion dates as may be set forth in the specifications. The submission of a bid constitutes the Bidder's acknowledgement that such progress and completion requirements have been taken into account in formulating a price for this Work.

7. PREVENTION OF ENVIRONMENTAL POLLUTION AND PRESERVATION OF PUBLIC NATURAL RESOURCES:

If awarded the Contract, the Bidder shall fully comply with all such environmental protection laws, ordinances and regulations dealing with prevention and environmental pollution and the preservation of public natural resources that may be applicable to this Project. The cost of such compliance shall be included in the bid prices.

8. BID FORM:

The Bid Form is included in the Contract Documents. The Bid Form must be completed in ink. Bids that contain omissions, erasures or irregularities of any kind may be rejected. Any qualification, addition, limitation or provision attached to or contained in a bid may render the bid non-responsive and not eligible for award. No oral, facsimile, telegraphic or telephonic bids or modifications will be considered.

All bids shall be signed by the Bidder, or the Bidder's authorized representative. If the bid is made:

- A. By an individual, the Bidder's name, signature, and address must be shown;
- B. By a partnership or joint venture, it shall contain the names of each partner, the mailing address of the partnership or joint venture and shall be signed in the firm name,

followed by the signature of the person signing, indicating that person's position in the partnership or joint venture;

- C. By a corporation or limited liability company ("LLC"), the name of the state under the laws of which the corporation or LLC is chartered, the name and post office address of the corporation or LLC and the title of the person who signs on behalf of the corporation or LLC must be shown.

Upon the City's request, the Bidder shall provide copies of the articles of incorporation, bylaws, resolutions of board of directors, partnership papers, joint venture agreements, and any other documents evidencing the legal status of the Bidder and the authority of the Bidder's officer or representative who signed the bid on behalf of the Bidder.

The City is not responsible for any cost incurred in responding to this Call for Bids.

9. ACKNOWLEDGEMENT OF ADDENDA:

Each Bidder shall include on the Bid Form specific acknowledgment of receipt of each Addendum issued by the City during the bidding period. If the Bidder does not specifically acknowledge each addendum, the City may reject the bid as non-responsive unless the City determines from delivery records or from inclusion of information in the bid of information contained in the addenda that the Bidder received constructive notice of the addenda.

10. BID SECURITY:

The Bid shall be accompanied by a bid deposit in the amount equal to at least 5% of the Total Bid Price. The bid deposit shall be in one of the following formats and made payable to the City:

- A. A bid guaranty bond, in accordance with and using a form acceptable to the City which contains provisions substantially similar to those in the bid bond form included with the Contract Documents, duly completed by a guaranty company authorized to carry on business in the state of Washington; or
- B. A postal money order, a certified check, or cashier's check drawn upon a banking institution with a branch office in the state of Washington.

The surety signing the bid guaranty bond shall be registered with the Washington State Insurance Commissioner, and the surety's name shall appear in the current Authorized Insurance Company List in the State of Washington published by the Office of the Insurance Commissioner. A Power of Attorney must accompany the bid guaranty bond and must appoint the surety's true and lawful attorney-in-fact to make, execute, seal and deliver the bid guarantee bond. Failure to submit the required bid security with the Bid shall render the bid non-responsive and the Bid shall be rejected.

11. NON-COLLUSION:

Each bid shall be accompanied by a signed Non-Collusion Declaration in accordance with, and using the form provided by the City. Failure to submit a signed Declaration with the Bid shall render the bid non-responsive and the Bid shall be rejected.



More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that any Bidder is interested in more than one Bid for the work contemplated, all Bids in which such Bidder is interested will be rejected. If the City believes that collusion exists among the Bidders, all Bids will be rejected.

12. DELIVERY OF BID:

Sealed bids will be received, not sent, electronically by the City until **2 pm on November 10, 2022**. Due to the COVID-19 pandemic and the temporary closure of the City Hall building, bidders shall submit their bids in PDF format to the Public Works email address at [publicworks@mercerisland.gov](mailto:publicworks@mercerisland.gov). There will be no public bid opening for this project.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of these instructions, that without exception the Bid is premised upon performing the work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

13. MODIFICATION OF BID:

A modification of a Bid will be considered only if the modification is received prior to the time announced for the opening of Bids. All modifications shall be made in writing executed and submitted in the same form and manner as the original Bid.

14. RETURN OF BID SECURITY:

After the bid prices have been compared, the City may return the bid security if, in the City's judgment, the Bidder would not be considered for award. All other Proposal Guarantees will be held until the Contract and the Performance Bond of the successful bidder have been executed.

15. EVALUATION OF BIDS AND BID ERRORS:

After opening the Bids, the City will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the City for award purposes.

Irregular Bids:

- A. A Bid will be considered irregular and will be rejected if:
  - i. The authorized Bid Form furnished by the City is not used or is materially altered;
  - ii. The completed Bid Form contains any unauthorized additions, deletions, alternate bids, or conditions;

- iii. The bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
  - iv. A price per unit cannot be determined from the Bid Form;
  - v. The Bid Form is not properly executed;
  - vi. An executed non-collusion certificate is not provided; or
  - vii. Proper bid security does not accompany the Bid.
- B. A Bid may be considered irregular and may be rejected if:
- i. The Bid Form does not include a unit price for every Bid item;
  - ii. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the City;
  - iii. Receipt of Addenda is not acknowledged;
  - iv. A member of a joint venture or partnership and the joint venture or partnership submit Bid Forms for the same project (in such an instance, both Bids may be rejected); or
  - v. If Bid Form entries are not made in ink.

A single contract is to be awarded to the responsible bidder submitting the lowest responsive bid for Schedule A - Base Bid, taking into account the Bidder's Qualifications and other bidding requirements. In order to be considered responsive, a bidder must include pricing for Schedule B - Additive (Alternate) Bid.

Bid results will be posted on the City's website at [www.mercerisland.gov/rfps](http://www.mercerisland.gov/rfps).

The City, in its sole discretion, reserves the right to waive minor bid errors, informalities, and immaterial irregularities when it is in the City's best interest to do so.

16. EVALUATION OF BIDDER RESPONSIBILITY:

A Contract shall only be awarded to a Bidder that demonstrates to the City's satisfaction that the Bidder is qualified to perform the Work and is, therefore, a responsible bidder.

- A. Bidder Responsibility Criteria. To be determined responsible, the Bidder must, in addition to satisfying the bidder responsibility criteria listed in Section 1. ELIGIBILITY TO BID above:
- i. Have adequate financial resources to perform the contract, or the ability to obtain them;
  - ii. Have a satisfactory performance record;
  - iii. Have a satisfactory record of integrity and business ethics;
  - iv. Have the necessary production, construction, and technical equipment and facilities or the ability to obtain them;
  - v. Be otherwise qualified and eligible to receive an award under applicable laws and regulations;
  - vi. Be in compliance with training requirements in RCW 39.04.350(1)(f); and
  - vii. Provide a statement in accordance with RCW 9A.72.085 verifying compliance with responsible bidder criteria requirement of RCW 39.04.350(1)(g).

- B. Reference Checking. To assist the City in the review of the Bidder's qualifications, the Bidder shall, within five (5) days of being requested to do so by the City, provide the following information:
- i. Past Experience in Similar Projects. Provide a list of all construction contracts (whether completed or in progress) entered into or performed by the Bidder within the past five (5) years for projects similar in scope, time and complexity to the work called for under this Contract. Provide the names of the contracts, the contract price, and the names and phone numbers of the owners.
  - ii. References. Provide a list of five (5) references. References will be asked to rate performance on the following items: overall project performance; acceptable experience and technical knowledge; effective coordination of subcontractors; ability to coordinate and work with utility companies and governmental entities; responsiveness to owner requests; attention to safety; quality and timeliness of submittals, change order proposals, project schedule, schedule updates and other applicable paperwork.

If the Bidder is a joint venture, the Bidder shall submit information for the joint venture if the members have worked together in the past and also information about each member of the joint venture. The Joint Venture Agreement shall be included in the submission.

If the Bidder fails to supply information requested concerning responsibility within the time and the manner specified, the City may base its determination of responsibility upon any available information related to the responsibility criteria or may find the Bidder is not responsible.

The City reserves the right to inspect records, reports and other information which may be maintained by or for the Bidder to the extent necessary, as determined by the City to verify, clarify or otherwise consider the information provided by the Bidder.

17. DETERMINATION OF NON-RESPONSIBILITY:

If the City determines a Bidder to be not responsible, the City will provide, in writing, the reasons for the determination. The Bidder may appeal the determination within ten (10) days of its receipt of the City's determination of non-responsibility by presenting additional information to the City. The City shall consider the additional information before issuing its final determination. If the City's final determination affirms that the Bidder is not responsible, the City shall not execute a contract with any other bidder until two (2) business days after the Bidder determined to be not responsible has received the final determination.

18. CONTRACT AWARD:

If a Contract is awarded, the City will award the contract to the responsible bidder that submits the lowest total responsive bid for the schedule(s) selected by City after bid opening and prior to award.

If the Contract is to be awarded, City will give the successful Bidder a Notice of Award within thirty (30) days after the day of the Bid opening. No other act of the City or others will constitute acceptance of a Bid.

The City reserves the right to request bidders to extend the effective period of their bids.

19. REJECTION OF ALL BIDS:

The City reserves the right to reject any or all Bids at any time up to actual execution of the Public Works Contract, even if there has been an award of the Contract.

Any or all Bids will be rejected if the City has reason to believe that collusion exists among the Bidders.

20. EXECUTION OF PUBLIC WORKS CONTRACT:

The Bidder to whom award is made shall execute a written Public Works Contract and American Rescue Plan Act Funding (ARPA) Addendum with the City on the forms provided, shall secure all insurance, and shall furnish all certificates, endorsements and bonds required by the Contract Documents within ten (10) calendar days after receipt of the forms from the City. Failure or refusal to execute the Public Works Contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Public Works Contract, the City may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Public Works Contract, the City may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to the City.

21. BID PROTEST PROCEDURES:

- A. Form of Protest. In order to be considered, a Protest shall be in writing, addressed and delivered to the attention of the project manager at the City of Mercer Island, 9611 SE 36th Street, Mercer Island, Washington 98040. The Protest shall include the following:
  - i. The name, address, and phone number of the Bidder protesting, or the authorized representative of the Bidder;
  - ii. A complete, detailed statement of all grounds for protest, supporting authority, and any supporting documentation. Supplemental information will not be considered unless the supplementation contains information not available at the time of protest;
  - iii. The specific ruling or relief requested; and
  - iv. Evidence that all persons with a financial interest in the procurement have been given notice of the Protest or if such persons are unknown, a statement to that effect.
  
- B. Who May Protest:
  - i. Protests based on specifications: Any prospective Bidder.
  - ii. Protests following Bid opening: Any Bidder with a substantial financial interest in the award of a Contract.
  
- C. Time to Protest:

- i. Protests based on specifications or other terms in the Contract Documents must be received by the City no later than ten (10) calendar days prior to the date established for submittal of Bids.
  - ii. The City must receive protests based on other circumstances within five (5) calendar days after the bids are opened and publicly read.
  - iii. In no event shall a Protest be considered if all bids are rejected or after execution of the Contract.
  
- D. Determination of Protest. Upon receipt of a timely written Protest, the City shall investigate the Protest and shall respond in writing to the Protest prior to the award of Contract. If protest is submitted in accordance with the procedures set forth above, the City will not execute a contract any sooner than two (2) business days after the City's decision on the Protest.
  
- E. Failure to Comply. Failure to comply with the procedures set forth herein may render a Protest untimely or inadequate and may result in rejection thereof by the City.
  
- F. Exhaustion of Administrative Remedies. By submitting a bid, the Bidder agrees the Bidder's compliance with the protest procedures set forth herein are a mandatory condition precedent to the Bidder initiating a lawsuit against the City.
  
- G. Venue. By submitting a bid, the Bidder acknowledges and agrees that a lawsuit or action related to or arising out of this procurement shall be brought in the Superior Court of King County, Washington.

## Bidder's Checklist

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**ALL BIDDERS** must properly complete, execute and submit the following with their bids:

1. **NON-COLLUSION DECLARATION:** Failure to submit the certificate shall make the bid non-responsive and not eligible for award.
2. **BID FORM:** Bidders must bid on all items contained in the Bid Form and the Form must be signed. The omission or deletion of any bid item may render the bid non-responsive and result in the rejection of the bid. Bidders are reminded to comply with RCW 39.30.060.
3. **CONTRACTOR DECLARATION PURSUANT TO RCW 39.04.350(2):** Failure to submit the declaration shall make the bid non-responsive and not eligible for award.
4. **BID GUARANTY BOND:** Failure to furnish a bid deposit of a minimum of five percent (5%) shall make the bid non-responsive and not eligible for award.
5. **BIDDERS QUALIFICATION CERTIFICATE:** To be completed and signed. The City reserves the right to check all statements and to judge the adequacy of the bidder's qualifications.

To assist the City in the review of the responsible Bidder's qualifications, the Bidder(s) shall, within five (5) days of being requested to do so by the City, provide the information required in Evaluation of Bidder Responsibility of the Instructions to Bidders, including a statement in accordance with RCW 9A.72.085 verifying compliance with responsible bidder criteria requirement of RCW 39.04.350(1)(g).

The **SUCCESSFUL BIDDER** shall properly complete, execute (as required) and submit the following after receiving notice of the award of the Project.

1. Public Works Contract,
2. Addendum to Agreement American Rescue Plan Act Funding (ARPA)
3. Performance Bond,
4. Payment Bond,
5. Certificate of Insurance,
6. Retainage Agreement,
7. Statement of Intent to Pay Prevailing Wages,
8. Other documents requested by City.

## **BIDDING REQUIREMENTS**

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## Bidder's Qualification Certificate

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The undersigned hereby certifies and submits the following:

Company Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 Owner Name \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Contact Person's Title \_\_\_\_\_  
 Phone \_\_\_\_\_  
 E-mail \_\_\_\_\_

Washington State Contractor Registration # \_\_\_\_\_  
 Washington State Unified Business Identifier (UBI) # \_\_\_\_\_  
 Federal Tax ID # \_\_\_\_\_  
 City of Mercer Island Business License #  
 (required prior to award of contract) \_\_\_\_\_

	Yes or No	Account / Registration Number (as applicable)
Does the contractor have industrial insurance coverage for its employees working in Washington as required by Title 51 RCW?	_____	_____
Does the contractor have a Washington State excise tax registration number as required by Title 82 RCW?	_____	_____
Does the contractor have a Washington State Employment Security Department number as required by Title 50 RCW?	_____	_____
Has the contractor been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)?	_____	
Has the contractor received training on the requirements related to public works contracts and prevailing wage requirements pursuant to RCW 39.04.350(f) and chapter 39.12 RCW, or is the contractor otherwise exempt from this requirement by the department of labor and industries?	_____	
Within the three-year period immediately preceding the date of the bid solicitation, has the contractor been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, or 49.52 RCW?	_____	

**By:** \_\_\_\_\_  
**Signature & Title**

\_\_\_\_\_ **Print Name & Date**

## Non-Collusion Declaration

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

Bidder/Contractor: \_\_\_\_\_

I, \_\_\_\_\_, declare under penalty of perjury under the laws of the State of Washington that the following statements are true and correct:

1. I am the representative for the above-named bidder/contractor, and as its \_\_\_\_\_, I am authorized to make the declaration herein on its behalf.
2. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

\_\_\_\_\_  
Date and Place

\_\_\_\_\_  
Signature

## Contractor Declaration Pursuant to RCW 39.04.350(2)

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

Bidder/Contractor: \_\_\_\_\_

I, \_\_\_\_\_, declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

1. I am the representative for the above-named bidder/contractor, and as its \_\_\_\_\_, I am authorized to make the declaration herein on its behalf.
2. Within the three-year period immediately preceding the date of the bid solicitation for the above-named project, the above-named bidder/contractor has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

\_\_\_\_\_  
Date and Place

\_\_\_\_\_  
Signature

# Bid Form

(NOTE TO BIDDER: This BID FORM shall be completed in ink or typewritten)

**TO:** City of Mercer Island  
**ADDRESS:** 9611 SE 36<sup>th</sup> Street  
Mercer Island, Washington 98040  
**PROJECT TITLE:** **22-34: City Hall Lobby Renovations**

## Bidder Declaration and Understanding

The undersigned Bidder hereby declares that they have carefully examined the Contract Documents for the construction of the project, that they have personally inspected the site, that they have satisfied themselves as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal. The Bidder further declares that they have exercised their own judgment regarding the interpretation of subsurface information and has utilized all data, which they believe pertinent from the Engineer, Owner, and other sources and have made such independent investigations as the Bidder deems necessary in arriving at their conclusions.

The Bidder is hereby notified that no goal for disadvantaged business enterprise utilization has been established for this project. As part of the City's affirmative action effort, however, the City encourages participation of certified disadvantaged businesses and women business enterprises to act as prime contractors as well as subcontractors on this project.

The undersigned Bidder hereby declares that Bidder has carefully examined the Contract Documents including the following addenda, receipt of all is hereby acknowledged:

Addendum Number	_____	Date	_____
	_____		_____
	_____		_____
	_____		_____

## Start of Construction and Contract Completion Time

The Bidder agrees that he/she will begin work within **10 calendar days of the Notice to Proceed**, and Final Completion of the entire project will be achieved by the Final Completion Date (except for extensions of time granted in accordance with the General Terms and Conditions). The Bidder further agrees he/she will, if necessary, accelerate his/her work, provide additional workers and

equipment, and expedite materials delivery to meet these dates, all at no additional expense to the OWNER.

By submitting this bid, the bidder agrees that, if award this contract, they will achieve Final Completion within **90 calendar days from the Notice to Proceed** and the Substantial Completion Date will be 15 calendar days prior to the Final Completion Date.

### Lump Sum

The Bidder proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amount. The Bidder agrees that the lump sum price represents a true measure of the labor, services, and materials required to perform the work, including all allowances for Contractor-paid taxes, overhead, and profit for each type and unit of work, as well as any auxiliary costs associated with completing a unit of work called for in these Contract Documents.

If any material, item, or service required by the Contract Documents has not been mentioned specifically, the same shall be furnished and placed with the understanding that the full cost to the Owner has been merged with the prices named in the Proposal.

To the extent possible, standard bid items have been utilized for the work listed in the Proposal. The Bidder is directed to review the Standard Specifications and the City of Mercer Island's Amendments (Special Provisions herein) for descriptions of bid item work, measurement, and payment.

## Bid Schedule

**PROJECT NUMBER: 22-34**  
**PROJECT TITLE: City Hall Lobby Renovations**

A single contract is to be awarded to the responsible bidder submitting the lowest responsive bid for Schedule A - Base Bid, taking into account the Bidder's Qualifications and other bidding requirements. In order to be considered responsive, a bidder must include pricing for Schedule B - Additive (Alternate) Bid. The City reserves the right to reject any and all bids and to waive minor irregularities.

### Schedule A - Base Bid

Item No.	Quantity	Unit	Description of Item	Total Price
A-1	1	LS	Mobilization & Demobilization	\$ .
A-2	1	LS	Demolition	\$ .
A-3	1	LS	Construction	\$ .
A-4	1	LS	Additional Work for Minor Changes	\$ 10,000.00
Subtotal				\$ .
WA State Sales Tax (10.1%)				\$ .
<b>Total Amount of Schedule A - Base Bid</b>				<b>\$ .</b>

### Schedule B - Additive Bid

Item No.	Quantity	Unit	Description of Item	Subtotal	WA State Sales Tax (10.1%)	Total Addition to Base Bid
A	1	LS	Rough-in of new sprinkler system. (per drawing A1.10 & A3.00)			
C	1	LS	Air curtain and soffit. (per drawings A0.00 & A2.00)			

**Schedule C - Alternate Bid**

Item No.	Quantity	Unit	Description of Item	Subtotal	WA State Sales Tax (10.1%)	Total Change to Base Bid
B	1	LS	Remove full length banquet and planter casework, modify wall panels. (per drawing A2.00)			
D	1	LS	Alternate specialty pendant fixtures. (per drawing A3.00)			
E	1	LS	Plastic laminate alternate. (per drawing A4.00)			
F	1	LS	Countertop alternate. (per drawing A4.00)			
G	1	LS	Flooring alternate. (per drawing A4.00)			
H	1	LS	Plastic laminate alternate for millwork. (per drawing A4.00)			

## Proposal Signature Sheet

If Sole Proprietor, Partnership or Joint Venture

IN WITNESS hereto the undersigned have set their hands this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Name of Bidder (name each partner  
or joint venture partner) \_\_\_\_\_

Washington Contractor's

Registration No. \_\_\_\_\_

Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Position/Title \_\_\_\_\_

If Corporation or Limited Liability Company (LLC)

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed  
and its seal affixed by its duly authorized officers this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Name of Corporation or Limited  
Liability Company (LLC) \_\_\_\_\_

Washington Contractor's

Registration No. \_\_\_\_\_

Address \_\_\_\_\_

State of Incorporation or  
Organization \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Position/Title \_\_\_\_\_



## **Subcontractor Listing – RCW 39.30.060**

Pursuant to RCW 39.30.060, the Bidder shall list as part of its Bid either itself or the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning (“HVAC”), plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW. The Bidder shall not list more than one subcontractor for each category of work.

Failure of the Bidder to submit as part of the Bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same category of work shall render the Bidder’s Bid nonresponsive and therefore, void.

The requirement of this section to name the Bidder’s proposed HVAC, plumbing, and electrical subcontractors applies only to proposed HVAC, plumbing, and electrical subcontractors who will contract directly with the general contractor submitting the Bid to the City.

Electrical work must be performed by a licensed electrical contractor. Bidders are cautioned that installation of electrical equipment (PVC or metal conduit, junction boxes or similar work) may be considered electrical work even if for future use and no electrical current is involved.

If the subcontract work categories as described above are not applicable to the work being bid, the bidder must indicate that the subcontract category is “NOT APPLICABLE.”

### **HVAC**

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

UBI Number: \_\_\_\_\_

### **Plumbing**

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

UBI Number: \_\_\_\_\_

### **Electrical**

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

UBI Number: \_\_\_\_\_

## Bid Guaranty Bond

KNOW ALL BY THESE PRESENTS: That we, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_, as Surety, are jointly and  
severally held and firmly bound unto the City of Mercer Island, hereinafter called the Obligee,  
each in the penal sum of five percent (5%) of the Principal's Total Bid Price for the work, this  
sum not to exceed \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) (hereinafter  
referred to as "penal sum") of lawful money of the United States, for the payment whereof  
unto the Obligee.

WHEREAS, the Principal is herewith submitting its bid proposal for the **City Hall Lobby  
Renovations**.

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the  
Contract, and if the Principal, within the time specified, fulfills all of the requirements of the  
Contract Documents which are conditions precedent to the execution of the Agreement, enters  
into, executes and delivers to the Obligee an agreement on the form provided herein complete  
with evidences of insurance, and if the Principal, within the time specified, gives to the Obligee  
the performance and payment bond on the forms provided herein, then this obligation shall be  
void; otherwise, the Principal and Surety shall pay unto the Obligee the penal sum; provided  
however, in no event shall the Surety's liability exceed the penal sum. Provided further, if the  
difference in money between the Principal's Total Bid Price and the amount for which the  
Obligee legally contracts with another party to fulfill the Contract is greater than the penal sum,  
the Principal shall pay unto the Obligee the difference between the penal sum and the amount  
the Obligee pays another to fulfill the Contract.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation  
as Principal, and that nothing of any kind or nature whatsoever that will not discharge the  
Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and  
inure to the benefit of the Principal, the Surety and the Obligee and their respective heirs,  
executors, administrators, successors and assigns.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

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

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

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

**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 bid guaranty bond.**

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**AGREEMENT FORMS**

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**CITY OF MERCER ISLAND, WASHINGTON  
PUBLIC WORKS CONTRACT  
FOR  
22-34: City Hall Lobby Renovations**

THIS PUBLIC WORKS CONTRACT ("Contract") dated [insert date agreement drafted], is effective on the date the Contract is fully executed by the Parties. The Parties to this Contract are the CITY OF MERCER ISLAND, a Washington municipal corporation ("City" or "Owner"), and [INSERT FULL LEGAL NAME OF CONTRACTOR], a [insert state where formed] [choose type of person or entity] ("Contractor").

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work at [insert address], Mercer Island, Washington ("Property"); and

B. The Contractor has the requisite skill and experience to perform such work and has submitted a proposal dated [insert date proposal received] to complete such work ("Proposal").

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

**1. SERVICES BY CONTRACTOR**

1.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described in the Contract Documents for the [enter project title] Project, including this Public Works Contract, the Contractor's completed Bid Form, the City's General Terms and Conditions (May 2020 ed.), any Supplemental and/or Special Conditions, Technical Specifications, Drawings and Addenda, which documents are incorporated by this reference, ("Work"), which Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee.

1.2 Completion Date. The Work shall be commenced within ten (10) days of receipt by the Contractor of the City's Notice to Proceed and shall be Substantially Completed by \_\_\_\_\_, (the "Contract Time") as may be extended in accordance with the Contract Documents. In the event the Work is not completed within the time specified, Contractor agrees to pay to the City liquidated damages in the amount set forth in Section 1.3 of this Contract.

1.3 Liquidated Damages. TIME IS OF THE ESSENCE OF THIS CONTRACT. Delays inconvenience the residents of Mercer Island and cost taxpayers undue sums of money, adding time needed for administration, engineering, inspection and supervision. It is impractical for the City to calculate the actual cost of delays. Accordingly, the Contractor agrees to pay liquidated damages as follows: Liquidated damages for failure to achieve timely Substantial Completion shall be in the amount of \$150 per day.

1.4 Performance Standard. Contractor shall perform the Work in a manner consistent with accepted practices for highly skilled and competent contractors performing this type of work in this area.

- 1.5 Compliance with Laws. Contractor shall perform the Work in accordance with all applicable federal, state and City laws, including but not limited to all City ordinances, resolutions, standards, or policies, as now existing, or hereafter adopted or amended, and obtain all necessary permits and pay all permit, inspection, or other fees, at its sole cost and expense.
- 1.6 Utility Location. Contractor is responsible for locating any underground utilities affected by the Work and is deemed to be an excavator for purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities.
- 1.7 Air Environment. Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials, construction debris, etc., to protect said materials from air exposure and to minimize emission of airborne particles to the ambient air environment within the City of Mercer Island.

## **2. TERM**

This Contract shall commence on the effective date of this Contract and continue until the Work is complete, and formally accepted by City, and all warranties have expired.

## **3. REQUISITE SKILL**

The Contractor warrants that it has the requisite skill to complete the Work and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Mercer Island by obtaining a City of Mercer Island business registration. Contractor represents that it has visited the site and is familiar with all of the plans and specifications in connection with the completion of the Work.

## **4. COMPENSATION**

- 4.1 Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed [insert maximum value of contract in words] Dollars (\$[insert \$ amount in figures]), based on the Proposal submitted by Contractor dated [insert date proposal received] and as may be adjusted under the Contract Documents.
- 4.2 Contractor Responsible for Taxes. Except as otherwise stated in the Contract Documents, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.
- 4.3 Method of Payment. Payment by the City for the Work will only be made after the Work has been completed, a voucher or invoice is submitted in a form satisfactory to the City, and such invoice is approved by the appropriate City representative. Payment shall be made within thirty (30) days of receipt of such invoice or voucher unless otherwise set forth in the Bid Form. The Contractor's acceptance of such payment for the Work shall constitute full compensation for the performance of the Work. Invoices shall be submitted to:

City of Mercer Island

ATTN: Jaime Page, Support Services Manager  
9611 SE 36th Street  
Mercer Island, WA 98040

Supportservices@mercerisland.gov

- 4.4 Retainage. Pursuant to Chapter 60.28 RCW, five percent (5%) of the Total Compensation shall be retained by the City to assure payment of Contractor's state taxes as well as payment of subcontractors, suppliers, and laborers. Upon execution of this Contract, Contractor shall complete, execute, and deliver to the City the Contractor's Retainage Agreement set forth in the Contract Documents. No payments shall be made by the City from the retained percentage fund ("Fund") nor shall the City release any retained percentage escrow account to any person, until the City has received from the Department of Revenue a certificate that all taxes, increases, and penalties due from the Contractor and all taxes due and to become due with respect to the Contract have been paid in full or that they are, in the Department's opinion, readily collectible without recourse to the State's lien on the retained percentage. Upon non-payment by the general contractor, any supplier or subcontractor may file a lien against the retainage funds, pursuant to Chapter 60.28 RCW. Subcontractors or suppliers are required to give notice of any lien within thirty (30) days of the completion of the Work and in the manner provided in RCW 39.08.030. Within sixty (60) days after completion of all Work on this Contract, the City shall release and pay in full the money held in the Fund, unless the City becomes aware of outstanding claims made against this Fund.

## **5. EQUAL OPPORTUNITY EMPLOYER**

In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Contract, there shall be no discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, sexual orientation, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state, or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Contract by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

## **6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST**

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may perform work during the Term of this



Contract for other third parties; provided, however, that such performance of other work shall not conflict with or interfere with the Contractor's ability to perform the Work. Contractor agrees to resolve any such conflicts of interest in favor of the City.

## **7. INDEMNIFICATION**

### **7.1 Indemnification and Hold Harmless.**

- A. The Contractor shall protect, defend, indemnify, and hold harmless City, its elected officials, officers, agents, volunteers, and employees, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever, including attorneys' fees (hereinafter "claims"), arising out of or in connection with the performance of this Contract except for injuries and damages caused by the sole negligence of the City. However, should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
  
- B. The Contractor's obligations under this section shall include, but not be limited to,
  - i. The duty to promptly accept tender of defense and provide defense to City at the Contractor's own expense.
  
  - ii. The duty to indemnify and defend City, its elected officials, officers, agents, and employees, from any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects City with a full and complete indemnity and defense of claims made by the Contractor's employees. The parties acknowledge that these provisions were mutually negotiated upon by them.
  
  - iii. To the maximum extent permitted by law, the Contractor shall indemnify and defend City, its elected officials, officers, agents and employees, from and be liable for all damages and injury which shall be caused to owners of property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this Contract, whether or not such injury or damage is caused by negligence of the Contractor or caused by the inherent nature of the work specified.
  
- C. City may, in its sole discretion, (1) withhold amounts sufficient to pay the amount of any claim for injury, and/or (2) pay any claim for injury of which City may have knowledge, regardless of the formalities of notice of such claim, arising out of the performance of this Contract.

- D. Any amount withheld will be held until the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment on such claim. In addition, the Contractor shall reimburse and otherwise be liable for claims costs incurred by City, including, without limitation, costs for claims adjusting services, attorneys, engineering, and administration.
- E. In the event City incurs any judgment, award, and/or costs arising therefrom, including attorneys' fees, to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- F. This provision has been mutually negotiated by the City and the Contractor.

7.2 Survival. The provisions of this Section 7 shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

## **8. INSURANCE**

8.1 The Contractor agrees to carry without interruption from commencement of the Contractors work through the term of the contract and for thirty (30) days after Physical Completion, unless otherwise indicated herein, the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees or subcontractors with a carriers having a current A.M. Best rating of not less than A:VII. The City, at its discretion, may require additional types and greater limits of insurance coverage commensurate with the risk associated with the performance of the Work.

- A. Workers' Compensation and Employer's Liability Insurance in amounts sufficient pursuant to the laws of the State of Washington.
- B. Commercial general liability insurance shall be written on a form at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations for three years following substantial completion of the Work, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 05 09. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Commercial General Liability insurance policy with respect to the Work performed for the City 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 coverage at least as broad, with limits of no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.
- C. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide

contractual liability coverage with combined single limits for bodily injury and property damage of not less than \$1,000,000 per accident.

- D. Asbestos Abatement or Hazardous Materials. If asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City Attorney's office and provide scope and limits of coverage that are appropriate for the scope of Work and are satisfactory to the City. Contractor shall not commence any Work until its coverage has been approved by the City Attorney's office.
- E. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. 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, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. 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 City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the City. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

8.2 The City shall be named as additional insured on all such insurance policies, with the exception of workers' compensation coverages. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespectively 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 City evidences limits of liability lower than those maintained by the Contractor. Contractor shall provide certificates of insurance and amendatory endorsements, concurrent with the execution of this Contract, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

8.3 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 that the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General Liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

- 8.4. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City 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 City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.
- 8.5. Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.
- 8.6. 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 City's recourse to any remedy available at law or in equity.
- 8.7. The provisions of this Section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

## **9. PERFORMANCE/PAYMENT BOND OR ADDITIONAL RETAINAGE**

Pursuant to RCW 39.08.010, Contractor shall provide Performance Bond and Payment Bond each in an amount equal to 100% of the amount of this Contract to cover the performance of all provisions of this Contract and the payment of all laborers and suppliers. The Contract bonds shall be in a form set forth in the Contract Documents. The Contract bond shall assure that the Contractor will faithfully perform all of the provisions of the Contract as well as pay all laborers, mechanic subcontractors, materialmen, and suppliers. Contractor's obligations under this Contract shall not be limited to the bond amount.

Alternatively, pursuant to RCW 39.08.010, on contracts of Fifty-Five Thousand Dollars (\$55,000) or less, at the option of the Contractor, the City may, in lieu of a bond, retain ten percent (10%) of the Contract amount for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

## **10. SAFETY**

Contractor shall take all necessary precautions for the safety of its employees on the work site and shall comply with all applicable provisions of federal, state, and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), and General Occupational Health Standards (Chapter 296-62 WAC). Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals, and other safeguards at all unsafe places at or near the Work for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor

shall protect from damage all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the execution of the Work. The Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

## **11. PREVAILING WAGES**

11.1 Wages of Employees. This Contract is subject to the minimum wage requirements of Chapter 39.12 of the Revised Code of Washington, as now existing or hereafter amended or supplemented. In the payment of hourly wages and fringe benefits to be paid to any of Contractor's laborers, workpersons and/or mechanics, Contractor shall not pay less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed, as determined by the Industrial Statistician of the Department of Labor and Industries of the State of Washington. Prevailing wages paid pursuant to this Agreement shall be the prevailing wage rates which are in effect on the date when the bids, proposals, or quotes were required to be submitted to the City.

The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Department of Labor and Industries: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. A copy of the applicable prevailing wage rates is also available for viewing at the office of the City located at 9611 SE 36th St, Mercer Island, WA 98040. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

11.2 Reporting Requirements. Contractor shall comply with all reporting requirements of the Department of Labor and Industries of the State of Washington. Upon the execution of this Contract, Contractor shall complete and file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries. If requested by the City, the Contractor shall provide certified payroll records for its employees and the employees of its subcontractors. Upon completion of the Work, Contractor shall complete and file an Affidavit of Wages Paid with the Department of Labor and Industries. Contractor shall deliver copies of both the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid, certified by the Department of Labor and Industries, to the City.

## **12. SUBCONTRACTOR RESPONSIBILITY**

Contractor shall verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in the Instructions to Bidders and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every public works subcontract or every tier.

## **13. OWNERSHIP OF DOCUMENTS**

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files computer disks, magnetic media, all finished or unfinished documents or

material which may be produced or modified by Contractor while performing the Work shall become the property of the City and shall be delivered to the City at its request.

#### **14. CONFIDENTIALITY**

If it is necessary to provide proprietary information, the Contractor shall clearly mark the information on each page of the document(s) as "Proprietary and Confidential". The City is subject to laws regarding the disclosure of public records and document. Proposals and other materials, submitted by the Contractor become public record and may be subject to public disclosure, in whole or in part, and may be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information and the Contractor has marked the requested document as "Proprietary and Confidential", the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information; provided that the Contractor shall be solely responsible for all attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorneys fees or penalty assessments under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

#### **15. BOOKS AND RECORDS**

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.

#### **16. CLEAN UP**

At any time ordered by the City and immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, the City may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

#### **17. GENERAL PROVISIONS**

This Contract, the Contract Documents and any supporting contract documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings shall be effective for any purpose. No provision of this Contract may be amended except by written agreement of the Parties. Any provision of this Contract which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract. Subject to the preceding sentence, this Contract shall be binding upon and inure to the benefit of the Parties' successors in

interest, heirs, and assigns. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract or any part thereof, or the collection of any monies due, in the hands of an attorney, or files suit, each Party shall pay all its own attorneys' fees and expenses. The venue for any dispute related to this Contract shall be King County, Washington. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. This Contract shall be governed by and interpreted in accordance with the laws of the State of Washington. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute this Contract. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR:**

**CITY:**

[INSERT FULL LEGAL NAME OF CONTRACTOR]

CITY OF MERCER ISLAND

By: \_\_\_\_\_  
[insert full legal name and title of signator]

By: \_\_\_\_\_  
Jessi Bon, City Manager

Address:

Attest:

Phone:  
Email:

By: \_\_\_\_\_  
Andrea Larson, City Clerk

Approved as to form:

By: \_\_\_\_\_  
Bio Park, City Attorney

**ADDENDUM TO AGREEMENT  
AMERICAN RESCUE PLAN ACT FUNDING  
Federal Award Identification No. WA0763**

THIS ADDENDUM supplements that certain [insert title of the Agreement this Addendum is attached to] (the "Agreement") dated [insert date of agreement] between the City of Mercer Island, a Washington municipal corporation ("City") and [insert full name of contractor or consultant] ("Contractor / Consultant") is entered into for the purposes hereafter described.

**RECITALS**

WHEREAS, the City has received funds from the United States Department of the Treasury pursuant to Sections 602 and 603 of the Social Security Act, which implements Section 9901 of the American Rescue Plan Act ("ARPA"), Subtitle M of Title IX of Pub. L. 117-2 ("ARPA Funds"); and

WHEREAS, the City has determined that work performed or to be performed by the Contractor may be reimbursable under ARPA; and

WHEREAS, to be reimbursable, expenditures must be eligible under ARPA and the U.S. Department of the Treasury Final Rule on the "Coronavirus State and Local Fiscal Recovery Funds," 31 CFR Part 35, published in the Federal Register at 87 Fed. Reg. 4338-4454. If the Final Rule is amended or replaced during the term of this Agreement, Contractor shall also comply with such amended final rule or its replacement; and

WHEREAS, this Addendum is intended to supplement the Agreement between the parties to ensure that Contractor meets the requirements for reimbursable activities under ARPA.

**ADDENDUM**

NOW, THEREFORE, in consideration of and subject to the provisions of the Agreement, the parties agree to the following supplemental provisions:

**1. Conflicting Terms and Conditions.** If any of the terms and conditions of this Addendum conflict with the terms and conditions of the Agreement, these terms and conditions shall control.

**2. Compliance with ARPA.** Contractor shall complete the services in a manner satisfactory to the City and consistent with the terms and conditions of this Agreement and applicable Federal statutes and regulations, including but not limited to, ARPA and the U.S. Department of the Treasury Final Rule on the "Coronavirus State and Local Fiscal Recovery Funds," 31 CFR Part 35, published in the Federal Register at 87 Fed. Reg. 4338-4454. If the Final Rule is amended or replaced during the term of this Agreement, Contractor shall also comply with such amended final rule or its replacement.

**3. Debarment and Suspension.** As required by Executive Order 12549 and implemented at 2 CFR Parts 180 and 3185, the Contractor and its undersigned signatory certify that neither the Contractor, nor any of its principals or officers:

A. are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; or are otherwise excluded pursuant to 31 CFR § 19.300;



B. have within a three-year period preceding entry into the Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, or in connection with a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this section; or

D. have within a three-year period preceding entry into the Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

E. Contractor further agrees that it will not enter into any contract to be funded in whole or in part under this Agreement with any contractor who is ineligible to enter into government contracts for any of the reasons described above and will require all contractors retained by Contractor to provide a certification equal to that of Contractor above. Contractor further agrees that Contractor and all contractors retained by Contractor will execute a Debarment Statement in a form to be provided by the City.

**4. Lobbying.** The Contractor and its undersigned signatory certifies, to the best of their knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor or its undersigned signatory, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

B. If any funds other than appropriated federal funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the Contractor or its undersigned signatory) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor or its undersigned signatory shall request, complete, and submit Standard Form LLL: "Disclosure of Lobbying Activities," in accordance with its instructions.

C. Contractor shall require that the following certification be included in the award documents of all subawards of all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and Subrecipients and all recipients of subawards certify and disclose accordingly:

This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**5. Compliance with Nondiscrimination Laws.** During the performance of the Agreement, the Contractor, for itself, its subcontractors, assignees, and successors in interest assures that it currently

complies and future compliance with the following laws and regulations prohibiting discrimination applicable to ARPA Funds including, without limitation, the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- Civil Rights Restoration Act of 1987 (Public L. 100-259), which specifies that recipients of federal funds must comply with civil rights laws in all areas, not just in the particular program or activity receiving federal funding.
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324), which prohibits discrimination on the basis of sex (if work performed by Contractor relates to a “federal-aid highway” as defined in 23 U.S.C. § 101).
- Fair Housing Act, Title VIII of the Civil Rights Act of 1964 (42 U.S.C. § 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
- The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability.
- 23 CFR Part 200, implementing regulations for Title VI of the Civil Rights Act of 1964 relative to the Federal-aid highway program, if applicable.
- 49 CFR Part 21, implementing regulations for nondiscrimination in Federally-assisted transportation programs, if applicable.
- 49 CFR Part 26, which provides for participation of disadvantaged businesses in U.S. Department of Transportation financial assistance programs, if applicable.
- RCW Chapter 49.60, the Washington Law Against Discrimination, which prohibits discrimination on the basis of race, color, creed, religion, sex, honorably discharged veteran or military status, sexual orientation, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, or national origin, citizenship or immigration status, or lawful business relationship.
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.
- Executive Order, 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP).
- Title IX of the Education Amendments of 1972 (20 U.S.C. § 681, *et seq.*) if the work performed by Contractor constitutes an education program or activity.

Contractor makes the following assurances of compliance with Title VI of the Civil Rights Act of 1964:

- A. Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or

subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

B. Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.

C. Contractor agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067.

D. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.

E. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 5.A through 5.D above. The following provision is expressly included in this Agreement because it is required by ARPA, and Contractor and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

F. Contractor acknowledges and agrees that compliance with these assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.

G. Contractor shall cooperate in any enforcement or compliance review activities by City or by the Department of the Treasury of the aforementioned obligations. Enforcement may include

investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Contractor shall comply with information requests, on-site compliance reviews and reporting requirements.

H. Contractor shall maintain a complaint log and inform the City and, as appropriate, the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Contractor also must inform the City and, as appropriate, the Department of the Treasury if Recipient has received no complaints under Title VI.

I. Contractor must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Contractor and the administrative agency that made the finding. If the Contractor settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, please so state.

J. If Contractor makes sub-awards to other agencies or other entities, the Contractor is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

K. Contractor understands that the United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

L. Compliance with the provision required by ARPA is in addition to compliance with all other nondiscrimination laws provided in this Section. Contractor understands and agrees that compliance with the provisions of this Section constitutes a condition of continued payment for the work authorized by the Agreement and that compliance is binding upon Contractor, its successors, transferees, and assignees during the term of the Agreement.

**6. Increasing Seat Belt Use.** Pursuant to Executive Order 13403, 62 FR 19217 (Apr. 17, 1997), Contractor should (and should encourage its subcontractors to) adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.

**7. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

**8. Drug-Free Workplace.** Contractor agrees to comply with the drug-free workplace requirements in subpart B of 2 CFR Part 3186, which adopts the Government-wide Implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, *et seq.*). Contractor and its undersigned signatory certify that the Contractor will or will continue to provide a drug-free workplace by taking actions such as, but not limited to, making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace

statement; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying all known workplaces under the Agreement.

**9. Conflict of Interest.** The conflict of interest provisions of the Agreement are supplemented by this Section. No personnel of Contractor shall, prior to the completion of the programs and activities funded by this Agreement, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his or her interest to the City in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement unless the City determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. Contractor understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to the Agreement. Contractor must disclose in writing to Treasury or the City, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**10. Procurement.** The Contractor agrees to follow the procurement standards in 2 CFR §§ 200.318 through 200.327 for any subcontracts, including ensuring that the procurement method used for the subcontracts are appropriate based on the dollar amount and conditions specified in 2 CFR § 200.320.

**11. Separate Written Assurances and Certifications.** The Contractor agrees to execute separate written assurances or certifications regarding compliance with the debarment, lobbying, nondiscrimination, and drug-free workplace provisions of this Addendum, and any other applicable laws, rules, regulations, or orders, if required to do so by the City in order to secure reimbursement from ARPA funds.

**12. Recognition of City and Federal Government.** The Contractor shall ensure recognition of the role of the City and the U.S. Department of Treasury in providing the programs and activities funded by this Agreement. All activities, facilities and items used pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Contractor will include the following language in all publications made possible with funds made available under this Agreement in order to recognize the contribution of the City and the U.S. Department of Treasury:

This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Mercer Island by the U.S. Department of the Treasury.

**13. Protection for Whistleblowers.**

A. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee or subcontractor in reprisal for disclosing to any of the list of persons or entities provided in subsection (B) below, information that the employee reasonably believes is evidence of a gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including competition for or negotiation of a contract) or grant.

- B. The list of persons or entities referenced in subsection (A) above includes the following:
- i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A U.S. Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the U.S. Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Contractor, the City, a contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.
- C. Contractor and its subcontractors, if any, shall inform its employees of the rights and responsibilities provided by this section, in the predominant language of the workforce.
- D. Contractor shall immediately report any information provided by an employee of Contractor pursuant to subsection (A) to the City's Finance Director.

**14. Compliance with Contract Work Hours and Safety Standards Act.** If the Agreement is a contract in excess of \$100,000 with respect to water, sewer, or broadband infrastructure projects that involve employment of mechanics or laborers, Contractor agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), including, without limitation, the following (note - as used in this section, the terms "laborers" and "mechanics" include watchmen and guards):

A. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in Paragraph A of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.

C. *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards

Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this section.

D. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

E. If the Agreement is subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Part 5, §5.1, the following clause shall apply to the Agreement, and shall be inserted in any subcontract:

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the City and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**15. Compliance with the Davis-Bacon Act and Other Acts.** (a) As set forth in 29 CFR Part 5, §5.5, the following clauses apply to the Agreement if the Agreement is for an amount in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR Part 5, §5.1, and must be included in any subcontracts:

1. *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual

relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for



determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. *Withholding.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has

found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the U.S. Department of the Treasury or other appropriate Federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the U.S. Department of the Treasury or other applicable agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under §5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under §5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. *Apprentices and trainees*—(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the

event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate able program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the U.S. Department of the Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

15. **Addendum Supplemental.** The provisions of this Addendum are supplemental to those in the Agreement. All provisions of the Agreement continue to apply except to the extent superseded or supplemented by this Addendum.

Executed by the parties and effective on the last date of signature below.

**CONTRACTOR / CONSULTANT:**

**CITY:**

[INSERT FULL LEGAL NAME OF CONTRACTOR OR CONSULTANT]

CITY OF MERCER ISLAND

By: \_\_\_\_\_  
Name: [insert full legal name of signator]  
Title: [insert title of signator]  
Date:

By: \_\_\_\_\_  
Jessi Bon  
City Manager  
Date:

# CITY OF MERCER ISLAND CONTRACT CHANGE ORDER AGREEMENT

22-34

PROJECT NUMBER

CHANGE ORDER NUMBER

DATE

22-34: City Hall Lobby Renovations

PROJECT TITLE

\_\_\_\_\_  
CONTRACTOR

SUMMARY OF PROPOSED CHANGES:

THE TIME PROVIDED FOR COMPLETION IN THE CONTRACT IS  UNCHANGED  INCREASED  DECREASED BY \_\_\_\_\_ CALENDAR DAYS. THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT NOT AMENDED HEREIN WILL APPLY TO THIS CHANGE ORDER.

WILL THIS CHANGE AFFECT EXPIRATION OR EXTENT OF INSURANCE COVERAGE?

YES  NO

IF "YES" WILL THE POLICIES BE EXTENDED?

YES      NO     

PRICE CHANGE \$	LUMP SUM: \$	INCREASE \$	DECREASE \$
	UNIT PRICE: \$		

THE ITEMS ARE APPROXIMATE OR ESTIMATED QUANTITIES INVOLVED IN THIS CHANGE

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	ADD OR DELETE

TOTAL NET CONTRACT: INCREASE \$ \_\_\_\_\_ DECREASE \$ \_\_\_\_\_

STATEMENT:

PAYMENT FOR THE ABOVE WORK WILL BE IN ACCORDANCE WITH APPLICABLE PORTIONS OF THE STANDARD SPECIFICATIONS, AND WITH THE UNDERSTANDING THAT ALL MATERIALS, WORKMANSHIP AND MEASUREMENTS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE STANDARD SPECIFICATIONS, THE CONTRACT PLANS, AND THE SPECIAL PROVISIONS GOVERNING THE TYPES OF CONSTRUCTION.

THIS CHANGE ORDER IS FULL AND FINAL. THE CONTRACTOR WAIVES ALL CLAIMS FOR DIRECT, INDIRECT AND CONSEQUENTIAL COSTS ARISING FROM OR RELATED TO THE CHANGE.

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE  
DATE: \_\_\_\_\_

\_\_\_\_\_  
CIP MANAGER'S SIGNATURE  
DATE: \_\_\_\_\_

---

DEPARTMENT RECAP TO DATE:	<b>*ADJUSTMENTS:</b>
ORIGINAL CONTRACT AMOUNT \$	
PREVIOUS CHANGE ORDERS	\$
THIS CHANGE ORDER	\$
<b>*ADJUSTMENTS</b>	\$
NEW CONTRACT AMOUNT	\$

**\*ADJUSTMENTS**

CHANGE ORDER ESTIMATE IS HEREBY  INCREASED \$  
 DECREASED \$

PAY THIS ADJUSTED AMOUNT: \$

\_\_\_\_\_  
DEPARTMENT DIRECTOR'S SIGNATURE







## RETAINAGE AGREEMENT

Contract Title \_\_\_\_\_  
\_\_\_\_\_  
Contract Date \_\_\_\_\_  
Contractor Name \_\_\_\_\_  
Contractor Address \_\_\_\_\_  
\_\_\_\_\_  
Contractor Phone \_\_\_\_\_  
Contractor Federal ID # \_\_\_\_\_

State Law on How Contract Retainage Monies can be Reserved:

RCW 60.28.010 Retained percentage, labor and material Contracts for public improvements or work other than for professional services, provides that there shall be reserved by the city from the monies earned by the contractor on estimates during the progress of the improvement or work, a sum of five percent of such estimates, said sum to be retained by the city as a trust fund for the protection and payment of any persons performing work or supplying provisions or supplies during the work. The monies reserved for contract retainage may be reserved by the contractor choosing one of the following four options:

**All investments selected below are subject to City approval.**

Contractor Options (Contractor shall place an "x" in one of the boxes below.)

- [ ] (a) Retained in a non-interest bearing fund by the public body until released in accordance with applicable state statutes;
- [ ] (b) Deposited by the public body in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until released in accordance with applicable state statutes, provided that interest on such account shall be paid to the contractor;
- [ ] (c) Placed in escrow with a bank or trust company by the public body until released in accordance with applicable state statutes. The cost of the investment program and the risk thereof is to be borne entirely by the contractor.
- [ ] (d) Contractor may submit a Retainage Bond equal to 5% of the total awarded bid amount for all schedules to be held by the public body until released in accordance with applicable state statutes.

Contractor's Bank

If Contractor selects options (b) or (c) above, Contractor shall designate below the bank in which the retainage is to be deposited:

ACCOUNT NO. \_\_\_\_\_  
BANK NAME \_\_\_\_\_  
BANK ADDRESS \_\_\_\_\_  
BANK PHONE # \_\_\_\_\_

Agreement

Contractor and City agree that all or part of the monies in the account can only be approved for disbursement by Bank to Contractor upon written authorization of the City Finance Director, or his/her authorized designee.

By \_\_\_\_\_ By \_\_\_\_\_  
City of Mercer Island Contractor  
Date \_\_\_\_\_ Date \_\_\_\_\_

**CITY OF MERCER ISLAND  
GENERAL TERMS AND CONDITIONS  
MAY 2020 EDITION  
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## ARTICLE 1: GENERAL PROVISIONS

### 1.1 DEFINITIONS

- A. **“Addendum”** or **“Addenda.”** Alteration or clarification of the plans or specifications provided to bidders by City prior to bid time, which becomes part of the Contract Documents when the Contract is executed.
- B. **“Claim.”** A written demand by the Contractor seeking (1) a change to Contract Price; (2) a change of Contract Time; (3) a payment of money or damages; and/or, (4) any other relief arising out of or relating to this Contract.
- C. **“Change Order.”** A written instrument designated to be a Change Order which alters the Contract, and identifies the following: (1) a change in the Work; (2) a change in Contract Price; and/or (3) a change in Contract Time.
- D. **“Change Proposal.”** A document prepared by the Contractor at the request of City, which proposes changes to the Work and/or changes to the Contract Price and/or Contract Time. City initiates all requests for Change Proposals.
- E. The **“Contract”** or **“Contract Documents.”** The entire integrated agreement between City and the Contractor for the performance of the Work in accordance with the Contract Documents. The Contract Documents include the following:
  - 1. The signed Agreement between City and Contractor (the “Public Works Contract”);
  - 2. The Contractor’s completed Bid Form;
  - 3. The City’s General Terms and Conditions (May 2020 ed.);
  - 4. Any Supplemental or Special Conditions.
  - 5. Technical Specifications;
  - 6. Drawings;
  - 7. Addenda; and
  - 8. Any Change Orders.
- F. **“Contract Execution.”** occurs when City Manager or his/her designee signs the Contract, which shall only occur after the Contractor signs the Contract.
- G. **“Contract Price”** means the total amount payable by City to the Contractor for performance of the Work in accordance with the Contract.
- H. **“Contract Time.”** The number of days or the specific date set forth in the Contract to achieve Substantial Completion of the Work.
- I. **“Contract Work”** or **“Work.”** The labor, supervision, materials, equipment, supplies, services, other items, and requirements of the Contract necessary for the execution, completion and performance of all requirements of the Contract by the Contractor to the satisfaction of City.
- J. **“Contractor.”** The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with City to do the Contract Work.

- K. **“Critical Path.”** The longest, continuous sequence of interrelated activities that begins at the start of the Project (Notice to Proceed) and extends to Substantial Completion of the Project. These activities are critical because delay to an activity on this path will extend Contract Time.
- L. **“Day.”** A calendar day, unless otherwise specified.
- M. **“Differing Site Conditions.”** (1) Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract Documents (Type I), or (2) Unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in the construction activities of the character provided for in the Contract (Type II).
- N. **“Engineer.”** The City representative who administers the Contract for the City.
- O. **“Final Acceptance.”** Written acceptance of the Project by City.
- P. **“Force Majeure.”** An event that is unforeseeable at the time of Contract Execution and that is beyond the reasonable control of the Contractor and City and includes:
1. Natural Disaster declared by Governor of Washington or President of the United States, including but not limited to earthquakes;
  2. Acts or omissions of any government entity acting within its governmental capacity;
  3. Fire and/or flood for which the Contractor or its Subcontractors is not responsible;
  4. Quarantine or epidemic;
  5. Strike or defensive lockout;
  6. Unusually Severe Weather Conditions; and
  7. Acts of terrorism.
- Q. **“Hazardous Material.”** Any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable material, explosive material, radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substances the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated, or penalized by any and all federal, state, City, or municipal statutes or laws and regulations promulgated thereunder, now or at any time hereafter in effect, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U. S. C. §§ 9601, *et seq.*), the Hazardous Materials Transportation Act (49 U. S. C. §§ 1801, *et seq.*), the Resource Conservation and Recovery Act (42 U. S. C. §§ 6901, *et seq.*), the Federal Water Pollution Control Act (33 U. S. C. §§ 1251, *et seq.*), the Clean Air Act (42 U. S. C. §§ 7401, *et seq.*), the Toxic Substances Control Act, as amended (15 U. S. C. §§ 2601, *et seq.*), the Occupational Safety and Health Act (29 U. S. C. §§ 651, *et seq.*, and the Model Toxics Control Act (RCW 70.105), or similar state or local statute or code), as the laws have been amended and supplemented.
- R. **“City”** or **“Owner”** may be used interchangeably and refer to the City of Mercer Island.

- S. **“Notice.”** A written document issued by the Engineer or Contractor’s Representative which is submitted to the other party and delivered by:
1. Depositing in the U. S. Mail (or other method of commercial express mail), which notice shall be effective on the date of receipt;
  2. Service on the Parties’ representative or at the Contractor’s home office or field office, which notice shall be effective on the date of service; or,
  3. Facsimile to the Parties’ representative or Contractor’s home office or field office, which notice shall be effective upon receipt.
- T. **“Notice To Proceed.”** A written directive issued by City authorizing the Contractor to perform some or all of the Work.
- U. **“Overhead.”** Charges that may be incurred or allocated in support of the Contract but are not part of the cost of directly performing the physical Contract construction activity. Overhead includes Site or Field Overhead and Home Office Overhead.
1. **Site or Field Office Overhead**  
Site or Field Overhead costs are typically those costs that are related to, but are not limited to supervision, including general foremen and their supervisors, planners, schedulers, engineers, managers, etc. and the direct payroll costs of their project-related service, clerical salaries and their direct payroll costs, the costs of all vehicles, travel, meal and lodging costs associated with those personnel, Site or Field office and utility expense, expenses associated with all regulatory compliance, Hand and Other Small Tools provided by the Contractor for the use of its forces, all expendable supplies, and all other items incidental to or integral in supporting the physical completion of the Work.
  2. **Home Office Overhead**  
Home office Overhead costs are typically those that include all general office expenses. Such costs include, but are not limited to those associated with officer and office salaries and related payroll taxes and benefits, costs of office occupancy and maintenance, all supporting services (such as utilities, office machines computers, and related items and support) related to the home office function, business taxes and licenses, and all such other costs necessary to operate the business entity. Home office overhead includes unabsorbed home office overhead.
  3. In addition to the above, whether treated as Site or Field Overhead or as Home Office Overhead, costs of any and all bonds, insurance(s), and taxes associated with this Contract are to be considered as Overhead. All items as those identified above are to be treated as Overhead for this purpose regardless of how the Contractor chooses to account for them in its books of account.
  4. Under no circumstances shall City pay the Contractor for direct or allocated costs or charges for officer bonus and profit sharing, project personnel bonuses, charitable contributions, income taxes, or any costs relating to illegal activity.
- V. **“Parties.”** The Contractor and City.
- W. **“Project.”** All activity relative to this Contract including activity of the Contractor, its Subcontractors, and City.

- X. **“Request for Change Order.”** A document, designated as a Request for a Change Order, prepared by the Contractor requesting either (1) a change in Contract Price; (2) a change in Contract Time; (3) a change in t Work; (4) a payment of money or damages; and/or, (5) any other relief arising out of or relating to this Contract.
- Y. **“Request for Information.”** A request from the Contractor to City seeking an interpretation or a clarification of some requirement of the Contract Documents.
- Z. **“Site” or “Project Site.”** The location, at which construction, equipment or services furnished by the Contractor under the Contract will be performed, completed and/or delivered.
- AA. **“Subcontractor.”** An individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Contract. When City refers to Subcontractor(s) in this document, for purposes of this document and unless otherwise stated herein, the term Subcontractor(s) includes, at every level and/or tier, all subcontractors and subconsultants.
- BB. **“Supplier(s).”** Any person or firm who is not performing work or supplying labor on Site and is engaged in the business of supplying a manufactured product or resource to City, Contractor, or Subcontractors. The term Suppliers includes materialmen, manufacturers, and fabricators.
- CC. **“Substantial Completion.”** That stage in the progress of the Work where:
  1. City has full and unrestricted use and benefit of the Project for the purpose intended;
  2. All the systems and parts of the Contract Work are functional;
  3. Utilities are connected and operate normally;
  4. Only minor incidental work or correction or repair remains to complete all Contract requirements; and
  5. The City has received all certificates of occupancy and any other permits, approvals, licenses and other documents from any governmental authority with jurisdiction necessary for beneficial occupancy of the project.

## 1.2 INTENT AND INTERPRETATION OF THE DOCUMENTS

- A. The Contract Documents constitute the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral.
- B. The Contract Documents shall not be construed to create a contractual relationship between any parties other than City and the Contractor. No contract between City and a third party shall be construed to create any duty on the part of City or such third party to the Contractor. The Contractor is not an intended or incidental beneficiary of any promises made in City’s contract with a third party, if any.
- C. The Contract Documents are intended to be complementary. What is required by one part of the Contract shall be as binding as if required by all. Should any conflict or inconsistency be found in the Contract Documents, the provision imposing the more expensive duty or obligation on the Contractor shall take precedence.



- D. The words “similar,” “typical” (or other equivalents) shall mean nearly corresponding or having a likeness. Such words shall not be construed to mean that all parts of the Work referred to are identical or substantially identical, or that such elements of the Work are connected identically or substantially identically to the rest of the Work. The Contractor has the responsibility to determine all details of the Work in relation to their location and connection to other parts of the Work. The singular includes the plural and vice versa. Male includes female and vice versa.
- E. The organization of the specifications into divisions, provisions and articles and the organization of the drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

### **1.3 CLARIFICATION OF DRAWINGS AND DETAIL DRAWINGS**

- A. Where on any drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply also to other similar portions of the Work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall apply to all other similar parts of the Work, unless otherwise indicated.
- B. With regard to drawings the following shall apply:
  - 1. Written dimensions shall be followed; drawings may not be to scale.
  - 2. Figure dimensions on drawings shall govern over scale dimensions; and detail drawings shall govern over general drawings.

## **ARTICLE 2: CITY**

### **2.1 AUTHORITY**

- A. Unless City, in writing, indicates otherwise, the authority to (1) commit to or bind City to any Change Orders or change in the Work, Contract Price and/or Contract Time; or (2) sign the Contract or Change Orders rests solely in the City Manager or his or her designee.
- B. The Engineer shall have the authority to administer the Contract. Administration of the Contract by the Engineer includes but is not limited to:
  - 1. Receiving all correspondence and information from the Contractor;
  - 2. Issuing request for Change Proposals;
  - 3. Responding to Requests For Information;
  - 4. Reviewing the schedule of values, project schedules, submittals, testing and inspection reports, substitution requests, and other documentation submitted by the Contractor;
  - 5. Negotiating Change Proposals and Change Orders;
  - 6. Recommending Change Orders for approval by the City Manager or its designee;
  - 7. Issuing decisions with respect to Requests for Change Orders and Claims;
  - 8. Processing payment requests submitted by the Contractor, and recommending payment;

9. Monitoring the quality of the Work, rejecting noncompliant Work, and recommending acceptance of the Work;
  10. Transmitting executed Change Orders, amendments, and other Contract correspondence to the Contractor; and
  11. Performing all other contract administrative functions.
- C. All correspondence, questions, and/or documentation shall be submitted to the Engineer.
- D. The Engineer may designate representatives to perform functions under the Contract, such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical or administrative nature.

## **2.2 INFORMATION SUPPLIED BY CITY**

- A. Unless otherwise specifically provided in the Contract, surveys and site information provided by City are intended to describe the general physical characteristics of the Site. City does not represent that this information is complete or sufficient for the Contractor's performance of the Work.
- B. City shall furnish to the Contractor a copy of the Contract Documents. The Contractor shall pay City for any additional copies of Contract Documents.

## **2.3 WORK BY CITY OR SEPARATE CONTRACTORS**

City reserves the right to perform work not included in the Contract or to let other contracts in connection with this Project. The Contractor shall coordinate its Work with City and other City contractors and, at City's request, participate in meetings for the purpose of coordinating the Contractor's construction schedule with those of other contractors at no additional cost to City.

# **ARTICLE 3: CONTRACTOR**

## **3.1 CONTRACTOR REPRESENTATIONS**

The Contractor makes the following representations to City:

- A. Before submission of its bid, the Contractor has:
1. Carefully reviewed the Contract Documents, and visited and examined the Site;
  2. Become familiar with the general and local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of Contract Work, the labor, 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 reasonably ascertainable subsurface conditions and other matters that may be encountered at the Site or affect performance of the Work or the cost or difficulty thereof;
  3. Become familiar with and satisfied itself as to the conditions bearing upon transportation, disposal, handling, and storage of materials; and
  4. Become familiar with and satisfied itself as to the availability of labor, water, electric power, and roads; and the uncertainties of access, traffic, parking and weather. Any failure of the Contractor to take the action described in this provision (3.0) or elsewhere in the Contract Documents will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of

successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to City.

- B. The Contract Price is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work as represented by the Contract, site visit, and the general conditions (including but not limited to weather, site, soil) known or reasonably anticipated for the Site.

### **3.2 GENERAL DUTIES**

- A. The Contractor shall give sufficient supervision to the Work, using its best skill and attention. The Contractor is on notice that City will be relying on the accuracy, competence and completeness of the Work. The Contractor shall supervise and be solely responsible for the proper performance of the Work in accordance with the Contract, including the construction means, methods, techniques, sequences, procedures, and for coordination of all portions of the Work.
- B. Unless specified elsewhere in the Contract, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction machinery, utilities, transportation, and other facilities and services (including federal and state tax, industrial insurance, social security liability and all other applicable taxes) necessary for the proper execution and completion of the Work.
- C. The Contractor shall also provide sufficient staffing and supervision to process Requests for Information, Change Proposals, Submittals, Change Orders, close out documentation, and to perform all other requirements of the Contract and all Work.
- D. The Contractor shall lay out its Work from baselines and benchmarks indicated in the Contract, if any, and shall be responsible for the accuracy of all field measurements and surveys used in the lay out.

### **3.3 DUTY TO INSPECT CONTRACT DOCUMENTS**

- A. The Contractor shall carefully study and compare all Contract Documents and check the conditions, dimensions, and instructions as stated therein. Contractor will not be required to provide professional services which constitute the practice of architecture and engineering except to the extent provided for in the technical specifications and drawings.
- B. The Contractor shall immediately notify City in writing of any:
  - 1. Error, inconsistency, or omission in the Contract Documents that a reasonable contractor knew or through the exercise of reasonable diligence should have discovered under the same and similar circumstances;
  - 2. Requirement in the Contract Documents that conflict with any local, state, and federal laws, regulations and/or permits, licenses, and easement conditions that a reasonable contractor knew or through the exercise of reasonable diligence should have discovered under the same and similar circumstances.
- C. The Contractor should not proceed with the work in question until the Contractor receives written direction from the Engineer.
- D. If the Contractor proceeds with the work in question without written direction from the Engineer, the Contractor shall be responsible for any costs or damages associated with:

1. Fines or penalties;
2. Demolition, tear out, removal, cleanup, remediation, or fixing the work in question; and
3. Delay, disruption, and loss of productivity.

### **3.4 CONTRACTOR'S SUPERVISION AND EMPLOYEES**

- A. Contractor shall provide qualified and competent people to administer the contract and perform all the Work.
- B. During performance of the Work the Contractor shall have supervisory personnel on-site and available to administer, manage and coordinate the Work. City shall not be responsible for the acts or omissions of the supervisory personnel or their assistants.
- C. The Contractor shall at all times enforce good order among all persons furnishing labor or materials on-site and shall only employ workers skilled in the work assigned. If requested by the Project Representative, Contractor shall provide the Project Representative with copies of licenses, registrations, and certifications.
  1. City shall have the right to require the Contractor to remove personnel from the Site that do not have the appropriate qualifications and experience to meet or uphold the requirements of the Contract. City shall also have the right to order the Contractor to replace personnel who demonstrate unprofessional behavior.
  2. Failure by City to require removal of any Contractor personnel shall not be deemed an admission that any such personnel are satisfactory, nor shall such failure relieve the Contractor from any contractual responsibility.

### **3.5 SUBCONTRACTORS AND SUPPLIERS**

- A. This Contract is between City and the Contractor.
  1. The Contractor's subcontracting shall not create a contract between City and the Subcontractor and Suppliers. Subcontractors and Suppliers are not intended as incidental third party beneficiaries to the Contract. The Subcontractor and Suppliers shall have no rights against City by reason of their agreements with the Contractor.
  2. The Contractor is responsible for performing all work required by the Contract. The Contract has not been written with the intent of, and City shall not be a party to, defining the division of work between the Contractor and its Subcontractors and Suppliers.
- B. **Selection of Subcontractors and Suppliers**
  1. Subcontractors and Suppliers shall be properly licensed, registered or certified, as applicable, and capable to perform the assigned work.
  2. If requested by City, the Contractor shall provide documentation that the proposed Subcontractors and Suppliers have adequate experience and skill.
  3. The Contractor shall require each Subcontractor and Supplier to comply with all provisions of this Contract. At the request of Subcontractors or Suppliers, Contractor shall make available for copying all Contract Documents.

**C. Responsibility for Work of Subcontractors and Suppliers**

The Contractor shall be responsible for the acts and omissions of Subcontractors and Suppliers. The Contractor shall also be responsible for the suitability of any materials, components, equipment or supplies furnished by a Subcontractor and/or Supplier irrespective of whether such were designated or approved by City.

**3.6 SCHEDULE OF WORKING HOURS**

- A. As specified in the Contract, the Contractor shall submit a schedule of working hours, including overtime to City for acceptance. This schedule shall comply with all Contract requirements. Except as permitted elsewhere in the Contract Documents or in the case of an emergency, all Work at the Site shall be performed between the hours of 7am and 6 pm Monday through Friday.
- B. The schedule of working hours accepted by City shall be the only schedule used by the Contractor during performance of the Contract, unless amended to maintain Work progress.
- C. The Contractor shall provide 48 hours advance written Notice of any intent to work outside of approved working hours. Any work at the Site performed outside approved working hours shall be performed without additional expense to City, except as otherwise provided in the Contract Documents. Contractor shall comply with Mercer Island Code Section 8.24.020 (Q) which prohibits construction related noise outside designated hours except in cases of emergency or demonstrated necessity.

**3.7 RECORD DOCUMENTS**

- A. The Contractor shall maintain an accurate, readable, and orderly set of drawings and specifications, updated as the job progresses to show all approved changes, options, alternates, and all actual deviations from the original Contract Documents. This set of drawings and specifications shall be the Record Documents.
  - 1. The Record Documents shall be maintained in hard copy.
  - 2. In addition to all approved changes, options, alternates, and all actual deviations from the original Contract Documents, the Record Documents shall be marked as follows:
    - a. Record all materials used where options, alternates and/or change orders were indicated, specified and/or authorized;
    - b. Accurate measurements referenced as required by the technical specifications shall be recorded to show the exact location and changes in direction of all underground services and utilities, as well as their depth below finished grade; and
    - c. Record all other requirements as specified in the Technical Specifications.
- B. The Record Documents shall be kept up-to-date and be available for review by City at all times, including but not limited to at each job progress meeting. Failure to have the record set up-to-date shall be sufficient reason for City to withhold payment in accordance with paragraph 7.2, *Payments Withheld*, until all such information is recorded.

- C. Record Documents may be used to assist City to verify the appropriate progress payment.
- D. Neither Final Acceptance nor Final Payment will be issued until a complete set of Record Documents is submitted and the Engineer is satisfied as to its quality and accuracy.

### **3.8 COST RECORDS**

- A. The Contractor, Subcontractors, and Suppliers shall maintain Project cost records by cost codes and shall segregate and separately record at the time incurred all costs (1) directly associated with each work activity and (2) directly or indirectly resulting from any event or condition for which the Contractor seeks an adjustment in the Contract Price, Contract Time, and/or damages.
  - 1. Any costs claimed to result from any such event or condition, including, but not limited to, delay and impact costs, acceleration costs, loss of productivity or efficiency, and increased or extended overhead shall be recorded at the time incurred and be fairly and reasonably allocated to each such event or condition and to other causes of such costs.
  - 2. City shall be provided with a detailed description of all such costs and the basis of allocation. The Contractor, Subcontractors, and Suppliers shall maintain a monthly summary of all costs and shall make all underlying cost records and monthly summary of costs available for review, inspection, and copying by City upon request.
  - 3. Any work performed for which the Contractor intends to seek an adjustment in Contract Price and/or Contract Time shall be recorded on the same day the work is performed and kept separate so as to distinguish it from Contract Work.
- B. In addition to the requirements set forth in Article 5, *Changes to the Contract*, and Article 6, *Time and Price Adjustments*, the Contractor shall be entitled to extra compensation for an event or condition and/or the recovery of damages only to the extent that the Project cost records are kept in full compliance with all Contract requirements and the cost allocations support entitlement to such compensation.

### **3.9 MAINTENANCE AND INSPECTION OF DOCUMENTS**

- A. All Contractor's, Subcontractors', and Suppliers' documents and records relating to the Contract shall be open to inspection, audit, and/or copying by City or its designee:
  - 1. During the Contract Time; and
  - 2. For a period of not less than six years after the date of Final Acceptance of the Contract ("Preservation Period"); or if any Claim, audit or litigation arising out of, in connection with, or related to this Contract is initiated, all documents shall be retained until such Claim, audit or litigation involving the records is resolved or completed, whichever occurs later.
- B. The Contractor shall also guarantee that all Subcontractor and Supplier documents shall be retained and open to similar inspection, audit and/or copying during the Contract Time and also the Preservation Period. The Contractor, Subcontractor, and Supplier shall use its best efforts to cooperate with the inspection, auditing, and/or copying.

- C. Inspection, audit, and/or copying of all documents described herein, may be performed by City or its designee at any time with not less than seven (7) days' Notice. Provided however, if an audit or inspection is to be commenced more than sixty (60) days after the Final Acceptance date of the Contract, the Contractor will be given twenty (20) days' Notice of the date of the audit.
- D. The Contractor, Subcontractors, and Suppliers shall provide adequate facilities, acceptable to City, for inspection, auditing, and/or copying during normal business hours.
- E. If the Contractor is formally dissolved, assigns or otherwise divests itself of its legal capacity under this Contract, then it shall immediately notify City and preserve such records, at its expense, as directed by City.
- F. The Contractor, Subcontractor, and Supplier, shall be subject to audit at any time with respect to this Contract. Failure to maintain and retain sufficient records to allow City to verify all costs or damages or failure to permit City access to the books and records shall constitute a waiver of the rights of the Contractor Subcontractor and Supplier to Claim or be compensated for any damages, additional time or money under this Contract.
- G. At a minimum, the following documents, including the machine readable electronic versions, shall be available for inspection, audits, and/or copying:
  - 1. Daily time sheets and all daily reports, Supervisor's reports, and inspection reports;
  - 2. Collective bargaining agreements;
  - 3. Insurance, welfare, and benefits records;
  - 4. Payroll registers;
  - 5. Earnings records;
  - 6. All tax forms, including payroll taxes;
  - 7. Material invoices and requisitions;
  - 8. Material cost distribution worksheet;
  - 9. Equipment records (list of Contractor's, Subcontractors', and Suppliers' equipment, rates, etc.);
  - 10. Contracts, purchase orders and agreements between the Contractor and each Subcontractor and Supplier;
  - 11. Subcontractors' and Suppliers' payment certificates;
  - 12. Correspondence, including email, with Subcontractors and/or Suppliers;
  - 13. All meeting notes by and between Contractor, Subcontractors, Suppliers and/or any third parties related to the Project;
  - 14. Canceled checks (payroll and vendors);
  - 15. Job cost reports, including monthly totals;
  - 16. Job payroll ledger;
  - 17. Certified payrolls;

18. General ledger;
  19. Cash disbursements journal;
  20. Take off sheets, and calculations used to prepare the bid and/or quotes;
  21. Take off sheets, calculations, quotes, other financial data to support change proposals, request for change order and/or claims;
  22. Financial statements for all years during the Contract Time. In addition, City may require, if it deems appropriate, additional financial statements for 3 years preceding execution of the Contract and 6 years following Final Acceptance of the Contract;
  23. Depreciation records on all Contractor's, Subcontractor's, and Supplier's equipment, whether these records are maintained by the Contractor, Subcontractors, and Suppliers involved, its accountant, or others;
  24. If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
  25. All documents which relate to each and every Claim together with all documents which support the amount of damages as to each Claim;
  26. Worksheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, Suppliers, all documents which establish time periods, individuals involved, the hours for the individuals, and the rates for the individuals;
  27. Worksheets, software, and all other documents used (a) by the Contractor to prepare its bid and schedule(s) and/or (b) to prepare quotes and bids to the Contractor;
  28. All schedule documents, including electronic versions, planned resource codes, or schedules and summaries;
  29. All submittals; and
  30. All other documents, including email, related to the Project, Claims, or Change Orders.
- H. The Contractor shall mark any documentation it considers proprietary or confidential accordingly. Such information will be treated as such by City; however, City cannot ensure that this information will not be subject to release pursuant to a public records request. In the event City receives a request for such information, City will advise the Contractor and will not release the requested information for a period of not less than ten (10) days in order to give the Contractor an opportunity to obtain a court order prohibiting the release of the information in response to the public records request.

### **3.10 MAINTENANCE AND SITE CLEANUP**

- A. The Contractor shall at all times keep the Site, access points, and public rights-of-way free from accumulation of dirt, mud, waste materials or rubbish caused by the Contractor or Subcontractors. At the completion of the Contract Work, the Contractor shall remove and lawfully dispose of all its dirt, mud, waste materials,



rubbish, tools, scaffolding and surplus or partly used materials from the Site and shall leave the Site broom clean unless some stricter standard is specified in the Contract.

- B. The Contractor shall obey all applicable laws and regulations relating to the storage, use, and disposal of Hazardous Materials. The Contractor shall promptly notify City of all Contractor or Subcontractor caused spills or releases of Hazardous Materials, and pay the cost to promptly clean up all such spills or releases and any associated fines or penalties. The Contractor shall maintain documentation of the clean up and disposal all Contractor or Subcontractor caused spills or releases of Hazardous Materials.
- C. If the Contractor fails to adequately maintain or cleanup the Site, City may, after written Notice to the Contractor, sweep surfaces or remove the dirt, mud, waste materials, rubbish, or hazardous materials and charge all reasonable costs of such work to the Contractor.

### **3.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES, AND IMPROVEMENTS**

- A. Contractor shall protect from damage all existing structures, curbs, gutters, sidewalks, equipment, improvements, utilities, trees, and vegetation not shown in the Contract Documents to be removed or modified at or near the Site. Contractor shall repair, at no cost to City, any such damage resulting from failure to comply with the requirements of the Contract or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, City may have the necessary work performed and deduct or charge the cost to Contractor or exercise its rights under the Performance and Payment Bond. If there are insufficient funds remaining, excluding retention, the Contractor shall pay City for the costs associated with protection and repairing the damages.

### **3.12 PERMITS, LAWS, REGULATIONS AND TAXES**

- A. Except those permits, easements, and variances specified in the Contract as having been previously obtained by City, all permits, licenses, easements and variances necessary for the execution of the Work shall be secured and paid for by the Contractor. The Contractor shall identify, apply for, and pay for such permits and licenses at the earliest possible time so as to avoid any delay to the Work arising from the permitting and/or licensing process. No actions taken by City to aid the Contractor in securing any permit or license shall relieve the Contractor of any obligations to secure any such permit or license.
- B. The Contractor shall maintain all stamped permit sets of documents at the Site during construction, in good condition and as required by local ordinances.
- C. The Contractor shall perform the Work in full compliance with local, state and federal laws, ordinances, resolutions and regulations, and with permit, license, easement, and variance conditions pertaining to the conduct of the Work. The Contractor shall defend, indemnify, and hold City, its elected officials, officers, agents and employees harmless from any assessment of fines, penalties, or damages arising from violations of the same by the Contractor or Subcontractors. The Contractor shall pay and provide proof of payment for any assessments of fines, penalties or damages. The Contractor shall cooperate with all governmental entities regarding inspection of the Work and compliance with such requirements.

- D. The bid form may include a line item for sales tax on the whole amount, or on items which are not exempt from tax under Washington State Department of Revenue rules, including WAC 458-20-170 and WAC 458-20-171. Unless there are separate line items in the bid form for Washington State sales tax, Contractor shall include all sales tax in its lump sum bid or unit prices. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The City will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability. Except as provided above, the Contractor is required to pay all applicable taxes. No adjustment will be made in the amount to be paid by City under the Contract because of any change in law or regulations covering any applicable taxes, or because of any misunderstanding by the Contractor as to its liability for or the amount of any taxes.

### **3.13 PATENTS AND ROYALTIES**

- A. The Contractor shall assume all costs or fees relating to royalties or claims for any patented invention, article, process or method that may be used upon or in a manner connected with the Work under this Contract or with the use of completed Work by City.

### **3.14 CONTRACTOR'S CERTIFICATION**

#### **A. Conflict of Interest**

The Contractor certifies (and shall require each Subcontractor to certify) that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the work, services or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees or representatives acquires such a conflict of interest, the Contractor shall immediately disclose such interest to City and take action immediately to eliminate the conflict or to withdraw from this Contract, as City may require.

#### **B. Contingent Fees and Gratuities**

The Contractor, by entering into this Contract with City to perform or provide work, services or materials, has thereby covenanted:

1. That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor has been or will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee may be paid; and
2. That no gratuities, in the form of entertainment, gifts or otherwise, have been or will be offered or given by the Contractor or any of its agents, employees or representatives, to any official member or employee of City or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending thereof, or the making of any determination with respect to the performance of this Contract. The Contractor certifies that it has not made any contributions to any person or entity as a condition of doing business with City and it has disclosed to City all attempts by any person to solicit such payments.

### **3.15 DEVIATION FROM CONTRACT**

- A. The Contractor shall not make an alteration, variation, addition, deviation, or omission from the requirements of the Contract Documents without the prior written consent of the Engineer.
- B. Any alteration, variation, addition, deviation, or omission by the Contractor shall not result in any extra compensation or extension of time.

### **3.16 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS**

#### **A. Temporary Buildings and Utilities**

Temporary buildings (including storage sheds, shops, and offices) and utilities may be erected by Contractor on the Site only with the consent of City and without expense to City. The temporary buildings and utilities shall remain the property of Contractor and shall be removed by the Contractor at its expense upon completion of the Work.

#### **B. Disposal/Removal of Materials**

The Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal of all materials and components. The Contractor shall provide City with a copy of all manifests and receipts evidencing proper disposal when required by City or applicable law.

#### **C. Protection and Care of Contractor's Materials and Equipment**

The Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Site. Materials and equipment may be stored on the Site at the Contractor's own risk and with prior written approval from City. When the Contractor uses any portion of the Site as a shop, the Contractor shall be responsible for any repairs, patching, or cleaning arising from such use and for obtaining any necessary permits to establish such shop or temporary storage facilities.

### **3.17 CONTRACTOR'S OVERALL RESPONSIBILITY FOR PROTECTION OF WORK, PROPERTY, AND PERSONS**

- A. The Contractor shall be responsible for conditions of the Site, including safety of all persons and property, during performance of the Work. The Contractor shall maintain the Site and perform the Work in a manner which meets all statutory and common law requirements or other specific contractual requirements for the provision of a safe place to work and which adequately protects the safety of all persons and property on or near the Site. This obligation shall apply continuously and shall not be limited to normal working hours. City's inspection of the Work or presence at the Site does not and shall not be construed to include review of the adequacy of the Contractor's safety measures in, on or near the site of the Work.
- B. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including adequate safety training, in connection with the Work. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall protect and be responsible for any damage or loss to the Work or to the materials and equipment associated with the Work until the date of

Substantial Completion. The Contractor remains responsible for any damage or loss caused directly or indirectly by the acts or omissions of the Contractor, Subcontractors, Suppliers, or third parties authorized or allowed on the Site by the Contractor until Final Acceptance.

- D. The Contractor shall also be solely and completely responsible for damages arising from the Work that affect property adjacent to the Site.
- E. The Contractor shall repair or replace without cost to City any damage or loss that may occur, except damages or loss caused by the acts or omissions of City.
- F. The Contractor shall erect and maintain adequate steel plates, signs, fencing, barricades, lights or security measures and persons to protect the Work until the Engineer authorizes in writing the removal of signs, fencing, barricades, lights or security measures.
- G. The Contractor shall conduct all operations with the least possible obstruction and inconvenience to the public. To disrupt public traffic as little as possible, the Contractor shall permit traffic to pass through the Project Site with the least possible inconvenience or delay. The Contractor shall maintain existing roads, streets, sidewalks and paths within the Project Site, keeping them open and in good, clean, safe condition at all times.

### **3.18 PROTECTION OF PERSONS**

- A. The Contractor shall take all reasonable precautions for the safety of all employees working on this Contract and all other persons who may be affected by such Work. The Contractor shall designate a responsible member of its organization at the Site whose duty shall be to manage and coordinate the safety programs and to prevent accidents of the Contractor and Subcontractors.
- B. Except as otherwise stated in the Contract, if the Contractor encounters, on the Site, material reasonably believed to be Hazardous Material that Contractor shall immediately stop work in the area affected and give Notice of the condition to City. Work in the affected area shall not be resumed without written direction by City.
- C. To protect the lives and health of persons performing work under this Contract, the Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 (OSHA), including all revisions, amendments and regulations issued thereunder, and the provisions of the Washington Industrial Safety Act of 1973 (WISHA), including all revisions, amendments and regulations issued thereunder by the Washington State Department of Labor and Industries including, without limitation, all excavation, tunneling, trenching and ditching operations. In case of conflict between any such requirements, the more stringent regulation or requirement shall apply. There is no acceptable deviation from these safety requirements, regardless of practice in the construction industry. Any violation of OSHA, WISHA or other safety requirements applicable to the Work may be considered a breach of this Contract.

### **3.19 SAFETY PROGRAM**

The Contractor shall prepare and maintain a written site specific "Safety Program" demonstrating the methods by which all applicable safety requirements of this Contract will be met. The Contractor shall ensure its Subcontractors and Suppliers have a written "Safety Program" or formally adopt the Contractor's site specific "Safety Program." The

Contractor shall conduct a weekly safety meeting with all Subcontractors and others on the Site to discuss general and specific safety matters.

### **3.20 ARCHAEOLOGICAL AND HISTORICAL PRESERVATION**

The Contractor shall comply fully with the requirements set forth in Chapter 27.53 RCW entitled Archaeological Sites and Resources. The Contractor shall immediately notify the City if any artifacts, skeletal remains or other archaeological resources (as defined under RCW 27.53.040 now and as hereinafter amended) are unearthed during excavation or otherwise discovered on the Site.

### **3.21 WATER POLLUTION CONTROL REQUIREMENTS**

The Contractor shall comply with and be liable for all penalties, damages and violations under Chapter 90.48 RCW including any regulations issued pursuant thereto in the performance of the Work.

### **3.22 EASEMENTS**

If the Contractor makes arrangements for use of additional public and/or private property, the Contractor, prior to using such property, shall provide the Engineer with written permission of the landowner, or duly authorized agent of such landowner, for such use.

### **3.23 TITLE VI / NONDISCRIMINATION ASSURANCES**

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

#### **1. Compliance with Regulations**

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

#### **2. Non-discrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

#### **3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

#### **4. Information and Reports**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records,

accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. Sanctions for Non-compliance**

In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or,
- Cancellation, termination, or suspension of the contract, in whole or in part.

**6. Incorporation of Provisions**

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

**ARTICLE 4: ADMINISTRATION OF THE CONTRACT**

**4.1 TIME OF ESSENCE**

All time requirements set forth in the Contract Documents are of the essence.

**4.2 WORK PROGRESS**

A. The Contractor shall be required to:

1. Prosecute the Work diligently with adequate forces;
2. Plan, coordinate, and layout the Work in advance so as to avoid delay; and
3. Achieve Substantial Completion of the Work and Final Acceptance in accordance with the requirements of Contract Documents.

**4.3 SCHEDULE OF VALUES**

A. Unless otherwise specified, within fourteen (14) days after the date of Contract Execution, the Contractor shall submit to City a detailed Schedule of Values that identifies the various activities of the Work and their values and quantities, including the overhead and profit for each activity. The Contractor warrants that the values identified in its Schedule of Values accurately reflect the value of each work activity. The Schedule of Values shall be used as a basis for calculating all Progress Payments. Payment for Contract Work shall be made only for and in accordance with those activities identified in the Schedule of Values.

- B. The Contractor shall not be entitled to, nor shall City be required to make, payment for any Contract Work until the Schedule of Values has been accepted by City. Such acceptance shall not be unreasonably withheld.
- C. City shall review and accept the Schedule of Values or provide the Contractor with a written explanation of why the Schedule of Values was not acceptable. City shall use reasonable efforts to review the Schedule of Values within thirty (30) days of City's receipt of the Contractor's submittal of its Schedule of Values. City's acceptance of the Schedule of Values shall not relieve the Contractor from its sole responsibility for the accuracy of the Schedule of Values and its compliance with all Contract requirements. The Contractor shall revise the Schedule of Values as necessary to accurately reflect Change Orders.
- D. Each Application for Payment shall include a current status of the Schedule of Values. No Application for Payment will be considered until the current status of the Schedule of Values has been submitted and accepted.
- E. The activities, which the Contractor identifies within its Schedule of Values, shall be specifically referenced within, and conform and be consistent with the activities set forth within the Project Schedule.

#### **4.4 PROJECT SCHEDULE**

- A. Unless otherwise specified, within fourteen (14) days after the date of Contract Execution, the Contractor shall submit to City a Project Schedule. The Project Schedule shall show the sequence in which the Contractor proposes to perform the Work, indicate the Critical Path, identify the dates on which the Contractor proposes to start and finish the scheduled activities of the Contract Work, indicate Substantial Completion within the Contract Time, indicate a date for Final Acceptance, and meet all the requirements as may be set forth in the Contract Documents.
- B. Within thirty (30) days of City's receipt of the Contractor's submittal of its Project Schedule or unless stated elsewhere in the Contract, City shall review the Project Schedule and provide the Contractor with written comments. City will review the Project Schedule only to determine whether the Project Schedule meets the requirements in the Technical Specifications on Project Schedule. To the extent the Project Schedule does not meet such Technical Specifications, the Contractor shall revise the Project Schedule to make it compliant.
- C. By reviewing the Project Schedule and providing written comments, City is not approving or adopting the Contractor's plan, schedule, means, methods, techniques, sequences, or procedures required to perform the Work. Review and comment by City of the Project Schedule shall not relieve the Contractor from the sole responsibility for the accuracy of a Project Schedule, and its compliance with all Contract requirements, and its responsibility to meet all required Contract completion dates. Failure by City to indicate items on the Project Schedule that do not conform with the Contract requirements shall not alter or waive the Contract requirements or relieve the Contractor from complying with all Contract requirements.
- D. The Contractor shall not be entitled to, nor shall City be required to make payment for any Contract Work until the Project Schedule complies with all Contract requirements.
- E. The Contractor shall schedule the Contract Work so that the Contract Work is completed within the Contract Time. Float in the project Schedule shall be defined as the period of time measured by the number of days each non-critical path

activity may be delayed before it and its succeeding activities become part of the Critical Path. Contractor and Owner may both utilize float to offset delays to the Work.

- F. The Contractor shall regularly enter the actual progress of the Work and Contract Time extensions, if any, approved by City on the Project Schedule. Updated Project Schedules shall reflect actual progress and completion within the Contract Time and shall be provided to City with each Application for Payment in format(s) as required by the Contract. Applications for Progress Payments will not be considered by City and the Contractor will not be paid until the Contractor complies with these requirements. The updated Project Schedule shall be used to assist City in verifying the appropriate payment.
- G. If, in the opinion of City, the Contractor falls behind in its progress of the Work due to acts or omissions of the Contractor, Subcontractors, and Suppliers, the Contractor shall take all necessary steps to improve its progress and bring its progress back in-line with the accepted Project Schedule, without additional cost to City. In this circumstance the Contractor shall, as necessary, increase the number of shifts, overtime operations, and/or days of work, both on and off the Site, and submit for acceptance any supplementary schedule or schedules as City deems necessary to demonstrate how the accepted rate of progress will be regained. Failure of the Contractor to comply with the requirements under these provisions shall be grounds for a determination by City that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, City may pursue any right it has under the law or the Contract, including but not limited to default termination.

#### **4.5 SUBMITTALS**

- A. Submittals include shop drawings, setting and erection drawings, schedules of materials, product data, samples, certificates and other information prepared for the Work by the Contractor or a Subcontractor as set forth in the Technical Specifications ("Submittals"). The Contractor shall perform no portion of the Work requiring Submittals until the Submittals have been reviewed and returned by City with one of the following annotations: (1) no exceptions taken, or (2) note markings.
- B. When submitting information, the Contractor shall identify and state reasons for any alteration, variation, addition, deviation, or omission from the Contract. The Contractor shall not perform work that alters, varies, adds to, deviates from, or omits any requirement of the Contract Documents without prior specific written acceptance by City.
- C. The Contractor shall provide Submittals with reasonable promptness and in such sequence as to facilitate the timely completion of the Contract.
- D. City shall review the Contractor's Submittals and respond in writing with reasonable promptness so as not to unreasonably delay the progress of the Work. Unless otherwise agreed, no delay to the Work shall be attributable to the failure by City to respond to a Submittal until thirty (30) days after the Submittal is received by City, and then only if failure by City to respond is unreasonable and affects the Contract completion date.
- E. If the Contractor is required to resubmit a Submittal, any revisions on resubmittals shall be specifically identified in writing and the resubmitted Submittal shall be sequentially alpha denoted (for example: 22A followed by 22B, etc.) and note revisions in numerical order. The cost of the review of the initial Submittal and the first revised submittal shall be borne by City. The costs of all



additional revised Submittals shall be charged to the Contractor. The cost of review shall include, without limitation, administrative, design, and engineering activities directly related to review of Submittals. City may deduct these costs from any amounts due the Contractor.

- F. City shall review the Contractor's Submittals only for conformance with the design of the Work and compliance with the Contract. Review of the Submittals are not conducted to verify the accuracy of dimensions, quantities, or calculations, the performance of materials, systems, or equipment, or construction means, methods, techniques, sequences, or procedures, all of which remain the Contractor's responsibility. Failure by City to take exception to a Submittal shall not relieve the Contractor from any duty, including its responsibility for errors or omissions in Submittals, its duty to make Submittals and duty to perform the Work according to the requirements of the Contract. City's review of a Submittal shall not alter or waive the requirements of the Contract unless City has issued prior written approval of such change or alteration of the Contract requirements.
- G. The Contractor's failure to identify any error, deviation, or omission and subsequent acceptance of the Submittal by City shall not relieve the Contractor from complying with the Contract requirements.

#### **4.6 REQUESTS FOR INFORMATION**

- A. If the Contractor determines that some portion of the drawings, specifications or other Contract Documents require clarification or interpretation by City because of an apparent error, inconsistency, omission, or lack of clarity in the Contract, the Contractor shall promptly submit a Request For Information ("RFI") and, unless otherwise directed, shall not proceed with the affected work until City has responded to the RFI. The Contractor shall plan its work in an efficient manner so as to allow for timely responses to RFIs.
- B. City shall respond in writing with reasonable promptness to Contractor's RFI.
  - 1. At the request of the Engineer, the Contractor shall prioritize its RFIs, identify a date by which the Contractor prefers the RFI be answered, and reasons for such priority.
  - 2. If the Contractor submits a RFI on an activity less than thirty (30) days prior to the commencement of that activity, the Contractor shall not be entitled to any time extension or adjustment in Contract Price due to the time it takes City to respond to the RFI provided that City responds within fifteen (15) days. No delay to the Work or damages to the Contractor shall be attributable to the failure by City to respond to the RFI until fifteen (15) days after City's receipt of the RFI, and then only if the failure by City to respond is unreasonable and affects the Contract completion date.
- C. City's response to a RFI shall not be considered a change to the Contract requirements unless it is accompanied by a Request for Change Proposal. If the Contractor believes that City's response to the RFI constitutes changed work impacting Contract Price or Contract Time, the Contractor shall submit a Notice of Claim, Supplemental Information and a Request for Change Order to City in accordance with Articles 5, *Changes to the Contract*.

#### **4.7 TESTS, INSPECTIONS, AND ACCESS TO THE WORK**

- A. Contractor shall be responsible for inspection and quality assurance of all the Work including all work performed by any Subcontractor. The Contractor shall document and maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract. The Contractor shall maintain all documentation related to testing and inspection and make such documentation available to City at its request. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to City, or with the appropriate public authority. If any governmental, regulatory, or permitting authority requires any portion of the Work to be inspected, tested, or approved, the Contractor shall make all arrangements for and cooperate with such inspections, tests, and approvals so as not to delay completion of the Work. The Contractor shall bear all related costs of tests, inspections, and approvals. The Contractor shall give City at least three (3) days' Notice of: (1) when the work is ready to be tested and inspected and (2) when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to City upon request.
- B. The Contractor shall cooperate with City in the performance of any tests and inspections of the Work. The Contractor has the duty to coordinate all tests and inspections in a manner, which does not negatively impact Contractor's compliance with the Contract.
- C. If any Work required to be inspected, tested, or approved is covered without such inspection, testing or approval being obtained, it must, if requested by City, be uncovered for observation, and such uncovering shall be at Contractor's expense.
- D. City may, at any reasonable time and at its own cost, conduct inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract. City shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract. City inspection and tests are for the sole benefit of City and do not:
  - 1. Constitute or imply acceptance;
  - 2. Relieve Contractor of responsibility for providing adequate quality control measures;
  - 3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
  - 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract; or
  - 5. Impair City's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- E. Neither observations by an inspector retained by City, the presence or absence of such inspector on the Site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract. Inspectors are not authorized to change any term or condition of the Contract.
- F. Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by City. City may charge

Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection or retest necessary. City shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

#### **4.8 CORRECTION OF WORK OR DAMAGED PROPERTY**

- A. If material, equipment, workmanship, or work proposed for, or incorporated into the Work, does not meet the Contract requirements or fails to perform satisfactorily, City shall have the right to reject such work by giving the Contractor written notice and may require the Contractor to promptly repair, replace or correct it at no cost to the City.
- B. If the Contractor does not repair, replace or correct and/or remove defective or non-conforming Work or repair damaged property as required by City, in manner and/or schedule, City or City's designee may repair, replace or correct and/or remove it and deduct the cost of such effort from any payment due the Contractor.
  - 1. If the remaining payments due the Contractor are not sufficient to cover City's cost of remedying the defective or non-conforming Work, the Contractor shall pay the difference to City.
- C. The Contractor shall be liable for all damages and costs incurred by City caused by defective or non-conforming work or workmanship, including but not limited to all special, incidental, or consequential damages incurred by City.

#### **4.9 SUBSTITUTION OF PRODUCTS & PROCESSES**

- A. Substitutions requested by the Contractor will be subject to City's prior written acceptance and at City's sole discretion.
- B. Requests for substitution must specifically identify:
  - 1. Material, equipment, and labor costs included in the Contractor's bid associated with the original item to be substituted;
  - 2. All costs for material, equipment, labor associated with the proposed substitution, including any impact costs;
  - 3. Proposed change to the Contract Price and/or Contract Time; and
  - 4. Compatibility with or modification to other systems, parts, equipment or components of the Project and Contract Work.
- C. Contractor shall provide all documentation supporting its request as requested by City.
- D. All costs of any redesign or modification to other systems, parts, equipment or components of the Project or Contract Work, which result from the substitution, shall be borne by the Contractor.
- E. When City approves a substitution proposed by the Contractor, the Contractor shall guarantee the substituted article or materials to be equal to, or better than, those originally specified and shall be compatible with all other systems, parts, equipment or components of the Project and Contract Work. City has the right to order an unaccepted, substituted article removed and replaced without additional cost to City.

- F. City has a right to a deductive Change Order if the substituted product or process is less costly than the contractually required product or process.
- G. If City does not accept the substitution proposal the Contractor shall proceed, without delay or cost to City, with the Contract Work as originally specified.

#### **4.10 INCREASED OR DECREASED QUANTITIES**

- A. Payment to the Contractor will be made only for the actual quantities of work performed and accepted in conformance with the contract. When the accepted quantity of work performed under a unit item varies from the original proposal quantity, payment will be at the unit contract price for all work unless the total accepted quantity of any contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original proposal quantity. In that case, payment for contract work may be adjusted as described herein:
  - 1. The adjusted final quantity shall be determined by starting with the final accepted quantity measured after all work under an item has been completed. From this amount, subtract any quantities included in additive change orders accepted by both parties. Then, to the resulting amount, add any quantities included in deductive change orders accepted by both parties. The final result of this calculation shall become the adjusted final quantity and the basis for comparison to the original proposal quantity.
    - a. Increased Quantities: Either party to the contract will be entitled to renegotiate the price for that portion of the adjusted final quantity in excess of 1.25 times the original proposal quantity. The price for excessive quantities will be determined by agreement of the parties, or, where the parties cannot agree, the price will be determined by the City based upon the actual costs to perform the work, including markup for overhead and profit in accordance with Paragraph 6.3, *Allowable Costs*.
    - b. Decreased Quantities: Either party to the contract will be entitled to an equitable adjustment if the adjusted final quantity of work performed is less than 75 percent of the original bid quantity. The equitable adjustment shall be based upon and limited to three factors:
      - i. Any increase or decrease in unit costs of labor, materials or equipment, utilized for work actually performed, resulting solely from the reduction in quantity;
      - ii. Changes in production rates or methods of performing work actually done to the extent that the nature of the work actually performed differs from the nature of the work included in the original plan; and
      - iii. An adjustment for the anticipated contribution to unavoidable fixed cost and overhead from the units representing the difference between the adjusted final quantity and 75% of the original plan quantity.
- B. The following limitations shall apply to renegotiated prices for increases and/or equitable adjustments for decreases:
  - 1. Labor, materials and equipment rates shall be actual costs but shall not exceed the rates set forth in Paragraph 6.3, *Allowable Costs* nor shall overhead and profit exceed the rates set forth in Paragraph 6.3, *Allowable Costs*.

2. No payment for consequential damages or loss of anticipated profits will be allowed because of any variance in quantities from those originally shown in the proposal form, contract provisions, and contract plans.
  3. The total payment (including the adjustment amount and unit prices for work performed) for any item which experiences an equitable adjustment for decreased quantity shall not exceed 75% of the amount original bid for the item.
- C. If the adjusted final quantity of any item does not vary from the quantity shown in the proposal by more than 25% then the Contractor and the City agree that all work under that item will be performed at the original contract unit price and within the original time for completion.
  - D. When ordered by the Engineer, the Contractor shall proceed with the work pending determination of the cost or time adjustment for the variation in quantities.
  - E. The Contractor and the City agree that there will be no cost adjustment for decreases if the City has entered the amount for the item in the proposal form only to provide a common proposal for bidders.

## **ARTICLE 5: CHANGES TO THE CONTRACT**

### **5.1 GENERAL**

- A. No provisions of the Contract may be amended or modified except by written agreement signed by the City.
- B. All Change Order work shall be performed in accordance with the original Contract requirements unless modified in writing by City.
- C. Any response to a Request For Information, or other directive, direction, instruction, interpretation, or determination (hereinafter referred to as "Direction" for the purposes of Article 5), provided by City is not considered a Change Order, a change to Contract requirements, and shall not constitute, in and of itself, entitlement to an adjustment in Contract Price and/or Contract Time.
- D. The Contractor shall not be entitled to any change in the Contract Price and/or Contract Time under the following conditions or events:
  1. They were reasonably foreseeable at the time the Contractor submitted its bid;
  2. They were caused by the acts of the Contractor, Subcontractor and/or Supplier, including but not limited to the choice of means, methods, techniques, sequences, or procedures for the Work, failure to provide labor, materials or equipment in a timely manner, and failure to take reasonable steps to mitigate delays, disruptions, or conditions encountered.
- E. The Contract requirements for time and price impacts related to Change Orders are set forth in Article 6, *Time and Price Adjustments*.
- F. If there is a bid item for "Minor Changes," payments or credits for changes that cost \$5,000 or less and do not affect time, may, at the discretion of the City, be made under that bid item in lieu of the procedures set forth in Sections 5.1 – 5.6. A Minor Change will be documented by a written Order for a Minor Change or by a notation confirming an oral agreement.

## 5.2 CONTRACTOR'S REQUEST FOR A CHANGE ORDER

- A. Notice of Claim and Supplemental Information. If the Contractor believes that it is entitled to additional compensation and/or time for any reason (other than for a differing site condition under Section 5.2), or if the Contractor disagrees with any written or oral direction, instruction, interpretation or determination from the City, the Contractor shall
- (1) Provide the Engineer with a written Notice of Protest before doing any work or incurring any costs for which it may seek additional compensation or time from the City.
  - (2) Supplement the written Notice of Protest within 14 days with a written statement that includes the following:
    - a. The date, circumstances, and basis of entitlement to additional compensation and/or time;
    - b. The estimated dollar cost of the protested work and a detailed breakdown showing how that estimate was determined;
    - c. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption;
    - d. Substantive basis of the Request;
    - e. If the protest is continuing, the information required above shall be supplemented upon request by the Engineer until the protest is resolved; and
    - f. The Contractor waives all claims for additional compensation and time if it fails to provide both a timely Notice of Claim and Supplemental Information with the information required by this Section.
- B. Request for Change Order.
1. A Request for a Change Order must be submitted in writing to the Engineer no later than thirty-five (35) days after the Contractor submitted its supplemental information pursuant to Paragraph 5.1(A)(2).
  2. The Request for a Change Order shall include:
    - a. Specific dollar amount covering all costs associated calculated in accordance with Article 6, *Time and Price Adjustments*;
    - b. Specific request for time extension (number of days) calculated in accordance with Article 6, *Time and Price Adjustments*;
    - c. A copy of the written Notice of intent, including all attachments;
    - d. All documentation supporting the Request for a Change Order, including but not limited to a cost proposal prepared using the forms provided by City, all cost records, schedule analysis, and the documents identified in §00700, ¶3.10, *Maintenance and Inspection of Documents*, that are in any way relevant to the Contractor's Request for Change Order; and
    - e. The Contractor waives all claims for additional compensation and time if it fails to provide a timely Request for Change Order with the information required by this Section.
- C. City's Response to Contractor's Request for Change Order.

1. City will make a written determination with respect to the Contractor's Request for Change Order within thirty (30) days of receipt of said Request, unless one of the following activities occurs.
    - a. City may request additional information and specify a time period for receipt of the information. The Contractor shall comply with City's request for additional information.
    - b. City may inform the Contractor that additional time is needed to review the Contractor's Request for Change Order and identify a date certain when a decision will be rendered.
  2. If City requests additional information, City will make a written determination within thirty (30) days receipt of Contractor's additional information.
  3. If City does not make a determination within the applicable time period, the Request For Change Order is deemed denied.
- D. Approval of Request for Change Order and Execution of Change Order. If City determines that a Change Order is necessary, the parties may negotiate acceptable terms and conditions and execute a Bilateral Change Order or City may issue a Unilateral Change Order.
- E. Contractor Procedure upon Denial or Deemed Denial of a Request for a Change Order. If the Contractor disagrees with the denial, the Contractor's sole remedy shall be to file a fully documented Claim within thirty (30) days of deemed denial or the Contractor's receipt of the denial in accordance with Article 9, *Claims and Litigation*.
- F. Contractor's Obligation to Continue to Work. Pending resolution of the Contractor's Request for a Change Order, the Contractor shall continue to perform all Work including, at the written request of City that work associated with the pending Request for Change Order. The Contractor shall maintain its progress with the Work.
- G. Waiver. Failure to follow the provisions set forth herein shall constitute a waiver of the Contractor's right to receive any additional time or money as a result of any alleged direction, instruction, interpretation, determination by City and/or the event or impact to the Project.

### 5.3 DIFFERING SITE CONDITIONS

- A. Immediate Written Notice to City. If the Contractor encounters a Differing Site Condition as defined in Article 1.0 the Contractor shall immediately, and before the conditions are disturbed, give written Notice to City of Differing Site Conditions.
- B. Request for Change Order based on Differing Site Condition. Unless otherwise agreed upon in writing by the Engineer, within forty-five (45) days of the Contractor's initial written notification of the Differing Site Condition to City, the Contractor shall provide a Request for Change Order that includes all elements required for such a request, including:
  1. A detailed description of the Differing Site Condition; and
  2. Substantive, contractual, and technical basis supporting the existence of the Differing Site Condition and its impacts.
- C. Waiver.

1. If the Contractor's actions disturb the Site such that City or City's designee cannot adequately and fully investigate the alleged differing site condition, the Contractor waives its right to receive any additional time or money as a result of the Differing Site Condition.
  2. Failure by the Contractor to provide either (a) immediate Notice or (b) Request for Change Order shall constitute a waiver of the Contractor's right to receive any additional time or money as a result of the Differing Site Condition.
  3. The Contractor shall be responsible for any and all costs or damages incurred by City resulting from the Contractor's failure to provide appropriate notice and/or the Detailed Description and Request for Change Order.
- D. City's Response to the Differing Site Condition Request for Change Order. City shall investigate the alleged Differing Site Conditions and respond to the Differing Site Condition in accordance with the Request for Change Order procedures set forth above.
- E. Contractor's Obligation to Continue to Work. The Contractor shall not disturb the condition until receipt of written authorization from the Engineer that work can resume at the location of the alleged Differing Site Condition. The Contractor shall continue with performance of all other Work.

#### **5.4 SUSPENSION OF WORK**

##### **A. City Issues Directive Suspending Work**

1. City may order the Contractor, in writing, to suspend all or any part of the Work of this Contract for the period of time that City determines appropriate for the convenience of City. The Contractor shall not suspend the Work without written direction from City specifically authorizing the Suspension of Work.
2. Upon receipt of a written Notice suspending the Work, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize costs attributable to such suspension. Within a period up to 120 days after the suspension notice is received by the Contractor, or within any extension of that period which City requires, City shall either:
  - a. Cancel the written notice suspending the Work; or
  - b. Terminate the Work for either default or convenience.
3. If a written notice suspending the Work is canceled or the period of the Suspension or any extension thereof expires, the Contractor shall resume Work as required by City.
4. If the performance of all or any part of the Work is, for an unreasonable period of time, suspended by the written direction of City, the Contractor may be entitled to an adjustment in the Contract Time, or Contract Price, or both, for increases in the time or cost of performance directly attributable to the suspension and provided that the Contractor sufficiently documents all costs and time impacts attributable to the suspension. No adjustments to Contract Price and/or Contract Time shall be allowed unless the Contractor can demonstrate that the period of suspension caused by City impacted Critical Path and delayed the Contractor from completing the Work on time.



B. Constructive Suspension of Work

1. If the Contractor believes that some action or omission on the part of City constitutes constructive suspension of Work, the Contractor shall immediately notify City in writing that the Contractor considers the actions or omission a constructive suspension of Work.
- C. To the extent the Contractor believes it is entitled to any additional money or time as a result of the suspension of Work or constructive suspension, Contractor shall submit a Notice of Protest, Supplemental Information and Request for Change Order to City in accordance with Article 5, *Changes to the Contract*.
- D. Failure to comply with these requirements shall constitute a waiver of Contractor rights to any adjustment in Contract Time and/or Contract Price.
- E. No adjustment shall be made under this provision for any suspension to the extent that Contractor's performance would have been suspended, delayed, or interrupted as a result of actions, omissions, fault or negligence caused, in whole or in part, by the Contractor or any of its Subcontractors.

**5.5 FORCE MAJEURE**

- A. To the extent the Contractor believes it is entitled to any additional time as a result of Force Majeure, Contractor shall submit a Notice of Protest, Supplemental Information and Request for Change Order to City in accordance with Article 5, *Changes to the Contract*.
- B. Contractor shall not be entitled to a change in Contract Price resulting from an act of Force Majeure.
- C. Contractor is not entitled to an adjustment in Contract Time if the act of Force Majeure did not impact progress of the Work on the Critical Path and delay the Contractor from completing the Work within the Contract Time.
- D. When a Contractor experiences concurrent delay caused by either City or Contractor and an act of Force Majeure, the Contractor shall only be entitled to an change in Contract Time. No change to the Contract Price shall be allowed as a result of such concurrent delay.

**5.6 CHANGE ORDERS**

A. Bilateral Change Orders

1. If City and Contractor reach agreement on the terms and conditions of any change in the Work, including any adjustment in the Contract Price and Contract Time, such agreement shall be incorporated into a Change Order and signed by both Parties. Such Bilateral Change Orders shall represent full and complete payment and final settlement of all changes, Claims, damages or costs for all (a) time; (b) direct, indirect, and overhead costs; (c) profit; and (d) any and all costs or damages associated with delay, inconvenience, disruption of schedule, impact, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, stand-by, and any other costs or damages related to any work either covered or affected by the Change Order, or related to the events giving rise to the Bilateral Change Order.

B. Unilateral Change Order

1. City's Right to Issue Unilateral Change Order.

- a. City may unilaterally issue a Change Order at any time, without invalidating the Contract and without notice to the sureties, making changes within the general scope of this Contract.
- b. If any such Change Order causes an increase or decrease in the cost of, or time required for, performance of any part of the Work, City may make an adjustment in the Contract Price, Contract Time, or both, in accordance with Articles 5, *Changes to the Contract*, and 6, *Time and Price Adjustments*.

2. Contractor Disagreement with Unilateral Change Order. If the Contractor disagrees with the adjustment to the Contract Price and/or Time as indicated in the Unilateral Change Order, the Contractor must submit a Notice of Protest, Supplemental Information and Request for Change Order to City in accordance with Article 5, *Changes to the Contract*.

3. Contractor's Obligation to Continue to Work. The Contractor is required to continue with performance of all Work, including work associated with the Unilateral Change Order.

**5.7 CITY REQUEST FOR A CHANGE PROPOSAL**

A. Request. City may request a written Change Proposal from the Contractor for a change in the Work.

B. Contractor's Proposal. Contractor shall submit its written Change Proposal within the time specified in City's request with the costs shown in a form acceptable to the City. The Change Proposal shall represent the Contractor's offer to perform the requested work, and the pricing set forth within the proposal shall represent full, complete, and final compensation for the proposed change and any impacts to any other Work, including any adjustments in the Contract Time.

C. City's Acceptance of Contractor Proposal. If City accepts the Change Proposal as submitted by the Contractor or as negotiated by the parties, City shall notify the Contractor in writing of its acceptance of the Proposal and direct that the change in the Work be performed.

D. Execution of a Bilateral Change Order. After acceptance of the Change Proposal or acceptance of the negotiated Change Proposal, City shall direct the Contractor to perform the work in accordance with the agreed upon terms; thereafter, the Parties shall execute a bilateral Change Order in accordance with the terms of the Change Proposal or negotiated Change Proposal.

E. Execution of Unilateral Change Order. If City does not accept the Change Proposal or the Parties cannot agree upon the appropriate price or terms for the Change Proposal, City may issue a unilateral Change Order.

**ARTICLE 6: TIME AND PRICE ADJUSTMENTS**

**6.1 CHANGE IN THE CONTRACT TIME**

A. The Contract Time shall only be changed by a Change Order.

- B. No change in the Contract Time shall be allowed to the extent the time of performance is changed due to the fault, act, or omission of Contractor, or anyone for whose acts or omissions the Contractor is responsible.
- C. Contractor is not entitled to a change in Contract Time unless the progress of the Work on the Critical Path is delayed and completion of the Contract Work within Contract Time is delayed.
- D. When a Contractor experiences concurrent delays which impact the Critical Path and are caused by (1) City and the Contractor; (2) City and an act of Force Majeure; or, (3) the Contractor and an act of Force Majeure, the Contractor shall only be entitled to a change in Contract Time. No change to the Contract Price shall be allowed as a result of such concurrent delay.
- E. A Request for Change Order that includes a request for an adjustment in the Contract Time shall:
  - 1. Be in writing and delivered to City within the appropriate time period specified in Article 5, *Changes in the Contract*.
  - 2. Include a clear explanation of how the event or conditions specifically impacted the Critical Path and overall Project Schedule and the amount of the adjustment in Contract Time requested.
  - 3. Be limited to the change in the Critical Path of a Contractor's Project Schedule, and any updates, attributable to the event or conditions, which caused the request for adjustment. No extension of time or compensation for damages resulting from delay will be granted unless the delay affects the timely completion of all Work under the Contract or timely completion of a portion of the Work for which time of completion is specific. Contractor shall be responsible for showing clearly on the Project Schedule, and any updates, that the event or conditions:
    - a. Had a specific impact on the Critical Path and was the sole cause of such impact;
    - b. Could not have been avoided by resequencing of the Work or other reasonable alternatives; and
    - c. Will prevent the Contractor from completing the Project within the current Contract completion date.
- F. Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

## **6.2 CHANGE IN THE CONTRACT PRICE**

- A. The Contract Price shall only be changed by a Change Order.
- B. No change in the Contract Price shall be allowed when:
  - 1. Contractor's changed cost of performance is due to the fault, acts, or omissions of Contractor, or anyone for whose acts or omissions Contractor is responsible, including its subcontractors and suppliers;
  - 2. The change is concurrently caused by Contractor and City; or
  - 3. The change is caused by an act of a third party or Force Majeure.

- C. City shall not be responsible for, and the Contractor shall not be entitled to any compensation for unallowable costs. Unallowable costs include, but are not limited to:
1. Interest or attorney's fees of any type other than those mandated by Washington state statute;
  2. Claim preparation or filing costs;
  3. The cost of preparing or reviewing Change Proposals or Requests for Change Orders;
  4. Lost profits, lost income or earnings;
  5. Costs for idle equipment when such equipment is not at the Site, has not been employed in the Work, or is not scheduled to be used at the Site;
  6. Lost earnings or interest on unpaid retainage;
  7. Claims consulting costs;
  8. The costs of corporate officers or staff visiting the Site or participating in meetings with City;
  9. Loss of other business; and/or
  10. Any other special, consequential, or incidental damages incurred by the Contractor, Subcontractor, or Suppliers.
- D. A Request for Change Order that includes a request for an adjustment in Contract Price shall:
1. Be in writing and delivered to City within the applicable time period specified in Article 5, *Changes to the Contract*.
  2. Identify the following information:
    - a. The event or condition which caused the Contractor to submit its request for an adjustment in the Contract Price;
    - b. The nature of the impacts to Contractor and its Subcontractors, if any; and
    - c. The amount of the adjustment in Contract Price requested calculated in accordance with Paragraph 6.3, *Allowable Costs*, and using forms provided by City.
  3. Any requests by Contractor for an adjustment in the Contract Price and in the Contract Time that arise out of the same event or conditions shall be submitted together.
- E. The adjustments to the Contract Price provided for in this Article represent full, final, and complete compensation for all work done in connection with the request for an adjustment in Contract Price and all costs related to, resulting from, or affected by such change in Work including, but not limited to, all direct and indirect costs, overhead, profit, and all costs or damages associated with delay, inconvenience, disruption of schedule, impact, dilution of supervision, inefficiency, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, and any other costs or damages related to any work either covered or affected by the change in the Work, or related to the events giving rise to the change.

### **6.3 METHOD TO CALCULATE ADJUSTMENTS TO CONTRACT PRICE**

- A. One of the following methods shall be used to calculate damages and/or adjustments to the Contract Price that result from or relate to Change Proposal, Request for Change Order, and/or Claim.
- B. Determination of the method to be used to calculate adjustments in the Contract Price shall be at the sole discretion of City.
- C. One of the following methods shall be used:
  - 1. Unit Price Method;
  - 2. Firm Fixed Price Method (also known as Lump Sum); or
  - 3. Time and Materials Method.
- D. **Unit Price Method**
  - 1. The City may direct the Contractor to perform extra work on a Unit Price basis. Such authorization shall clearly state the:
    - a. Scope of work to be performed;
    - b. Applicable Unit Price; and
    - c. Not to exceed amount of reimbursement as established by City.
  - 2. The applicable unit price shall include reimbursement for all direct and indirect costs of the work, including Overhead and profit, as limited by paragraph 6.3, *Allowable Costs*.
  - 3. Contractor shall only be paid under this method for the actual quantity of materials incorporated in or removed from the Work and such quantities must be supported by field measurement statements verified by City.
- E. **Firm Fixed Price Method**
  - 1. The Contractor and City may mutually agree on a fixed amount as the total compensation for the performance of changed work.
  - 2. The Contractor shall provide a detailed cost breakdown supporting the Contractor's requested adjustment to Contract Price and any other financial documentation requested by the Engineer, as limited by paragraph 6.3, *Allowable Costs*.
  - 3. Any adjustments to the Contract Price using the Firm Fixed Price Method shall include, when appropriate all reasonable costs for labor, equipment, material, Overhead and profit. Such labor, equipment, material, Overhead and profit shall be calculated in accordance with paragraph 6.3, *Allowable Costs*.
  - 4. Whenever City authorizes Contractor to perform changed work on a Firm Fixed Price Method, City's authorization shall clearly state:
    - a. Scope of work to be performed; and
    - b. Total Fixed Price payment for performing such work.
- F. **Time and Materials Method**
  - 1. Whenever City authorizes the Contractor to perform work on a Time and Material basis, City's authorization shall clearly state:

- a. Scope of work to be performed; and
  - b. A not to exceed amount of reimbursement as established by City.
2. Contractor shall:
- a. Cooperate with City and assist in monitoring the work being performed;
  - b. Substantiate the labor hours, materials and equipment charged to work under the Time and Materials Method by detailed time cards or logs completed on a daily basis before the close of business each working day;
  - c. Present the time card and/or log at the close of business each day to the Engineer so that City may review and initial each time card/log;
  - d. Perform all work in accordance with this provision as efficiently as possible;
  - e. Not exceed any cost limit(s) without City's prior written approval; and
  - f. Maintain all records of the work, including all records of the Subcontractor, Supplier, and Materialmen, and make such records available for inspection as required in paragraphs 3.8, *Record Documents*, 3.9, *Cost Records*, and 3.10, *Maintenance and Inspection of Document*.
3. Contractor shall submit costs and any additional information requested by City to support Contractor's requested price adjustment.
4. The Contractor shall only be entitled to be paid for reasonable costs actually incurred by the Contractor. The Contractor has a duty to control costs. If City determines that the Contractor's costs are excessive or unreasonable, City, at its discretion, shall determine the reasonable amount for payment.

**G. Deductive Changes to the Contract Price**

1. A deductive change to the Contract Price may be determined by taking into account:
- a. Costs incurred and saved by the Contractor as a result of the change, if any;
  - b. The costs of labor, material, equipment, and overhead saved and profit unearned by the deleted work. These costs shall be calculated following as closely as possible with the provisions identified in Article 6, Time and Price Adjustments; and/or,
  - c. At the discretion of City, costs set forth in the documents used by the Contractor to develop its bid.
2. Where City has elected not to correct incomplete or defective Work, the adjustment in the Contract Price shall take into account:
- a. The costs the City would have to expend to correct the Work;
  - b. The decreased value to City resulting from the incomplete or defective Work; and,
  - c. The increased future costs which City may incur by reason of the incomplete or defective Work.

## H. Full Compensation

An adjustment calculated in accordance with the provisions of this Article shall be full and complete payment and final settlement of all changes, claims, damages and costs for all (a) time; (b) direct, indirect, and overhead costs; (c) profit; and (d) any and all costs or damages associated with delay, inconvenience, disruption of schedule, impact, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, standby, and/or any other costs or damages related to any Work either covered or affected by the changed Work, or related to the events giving rise to the change.

### 6.4 ALLOWABLE COSTS

- A. Any adjustments to the Contract Price shall be based on the following categories and shall incorporate markups for Overhead and profit as provided herein.
1. **Labor.** For all labor, including foreman supervision but excluding superintendents and other project management and consultants, the Contractor shall be reimbursed for labor costs provided herein. The labor cost of an event or condition shall be calculated as the sum of the following:
    - a. **Labor Rate.** The Labor Rate is the actual reasonable wage paid to the individual plus the actual reasonable costs incurred by the Contractor to cover costs associated with Federal Insurance Compensation Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Tax Act (SUCA), industrial insurance, fringe benefits, and benefits paid on behalf of labor by the Contractor. The applicable Labor Rates shall be multiplied by the number of hours reasonably expended in each labor classification because of the event or condition to arrive at a total cost of labor.
    - b. **Travel Allowance and/or Subsistence.** The labor calculation shall include the actual costs of travel and/or subsistence paid to the Contractor's employees engaged upon the Work when said payments are required by a labor agreement.
  2. **Materials.** The cost of materials resulting from an event or condition shall be calculated in one or more of the following methods, at City's election:
    - a. **Invoice Cost.** The Contractor may be paid the actual invoice cost of materials including actual freight and express charges and applicable taxes less all available discounts, rebates, and back-charges,. This method shall be considered only to the extent the Contractor's invoice costs are reasonable and the Contractor provides copies of vendor invoices, freight and express bills, and other evidence of cost accounting and payment satisfactory to City. As to materials furnished from the Contractor's stocks for which an invoice is not available, the Contractor shall furnish an affidavit certifying its actual cost of such materials and such other information as City may reasonably require;
    - b. **Wholesale Price.** The Contractor may be paid the lowest current wholesale price for which the materials are available in the quantities required, including customary costs of delivery and all applicable taxes less all available discounts, rebates, and back-charges; or

- c. **City Furnished Material.** City reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no Claim for any costs, Overhead or profit on such materials. However, should the Contractor be required to pick up, transport and/or unload such materials the Contractor will be reimbursed for reasonable costs thereof.
- 3. **Equipment.** The additional cost, if any, of machine-power tools and equipment usage shall be calculated in accordance with the following rules:
  - a. **Equipment Rates.** The Contractor's own charge rates may be used if verified and approved by City and based on the Contractor's actual ownership and operating cost experience. Rental rates contained in published rate guides may be used if their cost formulas and rate factors are identifiable, reflect the Contractor's historical acquisition costs, utilization, and useful life, and do not include replacement cost, escalation contingency reserves, general and administrative expense, or profit. Rates shall be based on the Contractor's actual allowable costs incurred or the rates established according to the Rental Rate Blue Book for Construction Equipment, published by Equipment Watch, PRIMEDIA, whichever is less. The Rental Rate Blue Book established hourly equipment rate shall be the monthly rental rate for the equipment plus the monthly rental rate for required attachments, divided by 176 work hours per month, multiplied by the appropriate regional adjustment factor, plus the hourly operating cost. The established equipment rate shall apply for actual equipment usage up to eight hours per day. For all hours in excess of eight hours per day or 176 hours per month, the established equipment rate shall be the monthly rental rate plus the monthly rental rate for required attachments, divided by 352, multiplied by the regional adjustment factor, plus the hourly operating cost.
  - b. **Transportation.** If the necessary equipment is not already at the Site and it is not anticipated that it would be required for the performance of other work under the terms of the Contract, the calculation shall include a reasonable amount for the costs of the necessary transportation of such equipment.
  - c. **Standby.** The Contractor shall only be entitled to standby equipment costs if (a) the equipment is ready, able, and available to do the Work at a moment's notice; (b) Contractor is required to have equipment standby because of an event or condition solely caused by City and (c) the Contractor can demonstrate that it could have and intended to use the equipment on other projects/jobs. The Contractor shall be compensated at 50% of the monthly rental rate for the equipment, divided by 176, and multiplied by the appropriate regional adjustment factor, as identified in the Rental Rate Blue Book for Construction Equipment, published by Machinery Information Division of PRIMEDIA Information Inc. Standby shall not be paid during periods of Contractor-caused delay, concurrent delay, Force Majeure, during any seasonal shutdown, routine maintenance, down-time or broken equipment, late delivery of equipment or supplies, or other anticipated occurrence specified in the Contract Documents. No payment shall be made for standby on any piece of equipment, which has been used on the Project in any 24 hour period. Standby costs shall not be paid for weekends, holidays, and any time the equipment was not intended to be used on the Project as demonstrated by the Project Schedule.



4. **Subcontractor & Supplier.** Direct costs associated with Subcontractors and Suppliers shall exclude Overhead and Profit markups and shall be calculated and itemized in the same manner as prescribed herein for Contractor. Contractor shall provide detailed breakdown of Subcontractor and Supplier invoices.
5. **Overhead and Profit Markup.**
  - a. On a change to the Contract Price or any other claim for money by the Contractor, City will only pay Overhead, including Home Office Overhead, Site or Field Office Overhead, and unabsorbed home office overhead, and Profit pursuant to the Overhead and Profit Markups set forth herein. The Overhead and Profit Markups cover all overhead regardless of how the Contractor chooses to account for various costs in its books of account.
  - b. Overhead and Profit markups shall not be applied to freight, delivery charges, express charges, and sales tax.
  - c. The allowed Overhead and Profit markup shall not exceed the following:
    - i. If the Contractor is self-performing work: 18% combined Overhead and Profit markup on the Contractor's Direct Costs;
    - ii. If a Subcontractor or Supplier is performing work: 18% for the Subcontractor's Direct Cost for performing the work and 7% on the Direct Costs of the Subcontractors' or Suppliers'; provided that the 7% is to be divided among upper tier Subcontractors and the Contractor when a Subcontractor or Supplier is performing the work;
    - iii. If the value of material and equipment is greater than 50% of the total value of the change, the Overhead and Profit Markup shall only be 10% for material and equipment; and
    - iv. In no event shall the total combined Overhead and Profit markup for the Contractor and all Subcontractors and Suppliers of any tier exceed 25% of the Direct Cost to perform the Change Order work.

## **ARTICLE 7: PAYMENT AND COMPLETION**

### **7.1 APPLICATIONS FOR PAYMENT**

- A. On or about the first day of each month, the Contractor shall submit to City an Application for Payment. Each application shall be completed on a form acceptable to City and designated as an "Application for Payment."
- B. The Contractor is not entitled to payment for any work unless the Application for Payment includes all required documentation. City reserves the right to withhold payment pursuant to paragraph 7.2, *Payments Withheld* if it is subsequently determined that all required documentation was not provided by the Contractor or is in error.
- C. The application shall correlate the amount requested with the Schedule of Values and with the state of completion of the Work.
- D. The Contractor shall submit a breakdown of the cost of lump sum items to enable the Engineer to determine the Work performed on a monthly basis. Lump sum breakdowns shall be submitted prior to the first progress payment that includes

payment for the Bid Item. Absent a lump sum breakdown, the Engineer will make a determination based on information available.

## **7.2 PAYMENTS**

- A. City shall comply with RCW 39.76, as amended, and promptly review each Application for Payment and identify in writing any cause for disapproval within 8 working days. In addition to withholding payment for unsatisfactory performance or failure to comply with Contract requirements, if the Contractor's Application for Payment fails to recognize any back-charges, off-sets, credits, change orders, or deductions in payment made in accordance with paragraph 7.2, *Payments Withheld*, City shall have the right to revise or disapprove Contractor's Application For Payment because the Application for Payment is not considered a properly completed invoice.
- B. The City shall withhold retainage from each Application for Payment as required by RCW 60.28, as amended.
- C. If an Application for Payment is accepted by City, it shall be paid within thirty (30) days of City's receipt of the properly prepared invoice (Application for Payment).

## **7.3 PAYMENT WITHHELD**

- A. In addition to retainage withheld pursuant to RCW 60.28 and without waiver of any other available remedies, City has the right to withhold, nullify, or back-charge, in whole or in part, any payment or payments due or that have been paid to the Contractor as may be necessary to cover City's costs or to protect City from loss or damage for reasons including but not limited to:
  - 1. Failure of the Contractor to submit or obtain acceptance of a Progress Schedule, Schedule of Values, and any updated Schedules;
  - 2. Defective or non-conforming Work;
  - 3. Costs incurred by City to correct, repair or replace defective or non-conforming Work, or to complete the Work;
  - 4. A reasonable doubt that the Contract can be completed for the balance then unpaid;
  - 5. A reasonable concern by City that the materials, equipment or component parts are not in proper operating condition;
  - 6. Assessment of Liquidated Damages;
  - 7. Failure to perform in accordance with the Contract;
  - 8. Cost or liability that may occur to City as the result of the Contractor's or Subcontractor's acts, omissions, fault, or negligence;
  - 9. Deduction in the Work;
  - 10. Failure of Contractor to repair damaged materials, equipment, property, or Work;
  - 11. Failure of the Contractor to obtain approval of Submittals pertinent to the work accomplished;
  - 12. Failure to pay Subcontractors, Suppliers, employees or other obligations arising out of the Work;

13. Failure to keep Record Documents up to date;
  14. Failure to comply with all applicable federal, state, and local laws, statutes, regulations, codes, licenses, easements, and permits;
  15. Failure to obtain and maintain applicable permits, insurance, and bonds; and
  16. Failure to provide Statement of intent to Pay Prevailing Wage and/or Affidavits of Wages Paid and, if requested, Certified Payroll Records for the Contractor and for Subcontractors of any tier.
- B. The withholding, nullification, or back-charge of any payment(s) by City shall in no way relieve the Contractor of any of its obligations under this Contract.

#### **7.4 TITLE**

Title to all Work and materials covered by an accepted and paid Application For Payment shall pass to City at the time of such payment, free and clear of all liens, claims, security interest, and encumbrances. Passage of title shall not, however, (1) relieve Contractor from any of its duties and responsibilities for the Work or materials, including protection thereof, (2) waive any rights of City to insist on full compliance by Contractor with the Contract requirements, or (3) constitute acceptance of the Work or materials.

#### **7.5 SUBSTANTIAL COMPLETION**

- A. When the Contractor has achieved Substantial Completion (as defined in Section 1 above), the Contractor shall give written Notice to City.
1. City shall promptly inspect the Work and prepare a Punch List (list of items to be completed or corrected).
    - a. City reserves the right to add to, modify, or change the Punch List.
    - b. Failure by City to include any items on such list does not alter the responsibility of the Contractor to complete or correct the Work in accordance with the Contract.
- B. At the Contractor's request, City may identify those Punch List items that must be completed or corrected in order for the Contractor to achieve Substantial Completion.
1. When City determines that those Punch List items have been completed or corrected by the Contractor, City shall make a determination that the Work is Substantially Complete.
  2. A Certificate of Substantial Completion will be issued by City, which shall establish the date of Substantial Completion.
  3. This Certificate of Substantial Completion shall state the responsibilities of City and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance.
- C. City shall assess liquidated damages for the Contractor's failure to Substantially Complete the Work within the Contract Time. The liquidated damage amounts, set forth elsewhere in the Contract Documents, will be assessed for Contractor's failure to achieve Substantial Completion within the Contract Time. These Liquidated Damages are not a penalty, but will be assessed against the Contractor for failure to achieve these Contract requirements. These Liquidated Damage amounts are

fixed and agreed upon by and between the Contractor and City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages City would in such events sustain. These amounts shall be construed as the actual amount of damages sustained by City, and may be retained by City and deducted from payments to the Contractor. Assessment of Liquidated Damages shall not release the Contractor from any further obligations or duties pursuant to the Work.

- D. As provided in the Contract Documents, City may grant Substantial Completion to specific subsystems or portions of the Work. The dates of Substantial Completion shall be determined, in writing, by City.

## **7.6 FINAL INSPECTION**

- A. The Contractor shall correct all remaining Punch List items and complete all remaining Work within the time period stated in the Certificate of Substantial Completion or within 30 days, whichever is less. When all Punch List items have been successfully corrected and the work is complete the Contractor's shall give written notice to the City that the Work ready for final inspection. After verification by City that such completion was satisfactory, the Contractor shall submit a Final Application for Payment.

## **7.7 REQUIREMENTS FOR FINAL APPLICATION FOR PAYMENT**

- A. In addition to any other requirement identified in the Contract Documents, the Final Application for Payment shall include the following documents:
  - 1. Affidavit of Wages Paid for Contractor and all Subcontractors in accordance with state law;
  - 2. Contractor's release of claims against City, except for Claims specifically described in the release document and submitted in accordance with Article 9, *Claims and Litigation*; and
  - 3. Contractor certification that all Subcontractors and Suppliers have been paid and there are no outstanding liens.

## **7.8 COMPLETION/FINAL ACCEPTANCE**

- A. Completion/Final Acceptance shall be achieved when all the obligations of the Contract have been successfully performed by the Contractor in accordance with the Contract and accepted by City. Should Contractor fail to achieve Final Acceptance within the required time the City may assess actual damages caused by its failure to do so.
- B. Neither Final Acceptance, nor Final Payment, shall release Contractor or its sureties from any obligations under this Contract or the Performance and Payment Bonds, or constitute a waiver of any claims by City arising from or related to Contractor's performance or failure to perform the Work and to meet all Contractual obligations in accordance with the Contract, including but not limited to:
  - 1. Unsettled liens, security interests or encumbrances;
  - 2. Damaged, non-conforming, or defective Work discovered by City;
  - 3. Terms of any warranties or guarantees required by the Contract; and
  - 4. Payments made in error.

- C. Except for any Claims properly submitted in accordance with Article 9, *Claims and Litigation*, acceptance of Payment on the Final Application for Payment by the Contractor shall, on behalf of itself and its Subcontractors or Sureties, forever and unconditionally release and discharge City, its officers, agents, employees, from:
  - 1. Any and all disputes or claims, including but not limited to claims for damages, fines, interest, taxes, attorney fees, or costs, demands, rights, actions or causes of actions, known or unknown, arising out of or in any way related to the parties' performance under the Contract and/or Project; and
  - 2. Any and all known and/or unknown liabilities, obligations, demands, actions, suits, debts, charges, causes of action, requests for money and/or payment under the Contract, outstanding invoices, or claims directly or indirectly arising out of or related to the Contract and/or Project.

### **7.9 WARRANTY AND GUARANTY**

- A. In addition to any special warranties provided elsewhere in the Contract, Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers.
- B. The warranty period shall be for the longer period of: one year from the date of Final Acceptance of the entire Project or the duration of any special extended warranty offered by a supplier or common to the trade.
- C. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:
  - 1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
  - 2. Prior to Final Acceptance require all warranties be executed, in writing, for the benefit of City;
  - 3. Enforce all warranties for the benefit of City; and
  - 4. Be responsible to enforce any warranty of a Subcontractor, manufacturer, or Supplier, should they extend beyond the period specified in the Contract.
- D. If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written Notice from City to do so. In the event City determines that Contractor corrective action is not satisfactory and/or timely performed, then City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from third parties. All damages incurred by City and all costs for City's remedy shall be reimbursed by the Contractor.
- E. The warranty provided in this provision shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

### **7.10 PRIOR OCCUPATION**

City shall have the right to occupy such part or parts of the Project in or upon which the Work is being done, as it may see fit, and such occupation shall not be construed as acceptance by City of the Work or constitute Substantial Completion of the Work.

## **ARTICLE 8: TERMINATION**

### **8.1 CITY'S RIGHT TO TERMINATE CONTRACT**

#### **A. Termination for Default**

1. City may terminate, without prejudice to any right or remedy of City the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
  - a. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
  - b. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Final Acceptance of the Work in a timely manner;
  - c. Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
  - d. Contractor fails in a material way to repair, replace or correct Work not in conformance with the Contract;
  - e. Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
  - f. Contractor repeatedly fails to make prompt payment to its employees or Subcontractors;
  - g. Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, permits, easements or orders of any public authority having jurisdiction;
  - h. Contractor fails to comply with all Contract safety requirements; or
  - i. Contractor is otherwise in material breach of any provision of the Contract, including but not limited to quality control, environmental requirements, administrative requirements, coordination and supervision.
2. If City reasonably believes that one of the aforementioned events has occurred, City will provide the Contractor with written Notice of its intent to terminate the Contractor for default, specifying within such notice the ground(s) for such termination. City, at its option, shall require the Contractor to either promptly correct the deficiencies noted in City's intent to terminate or provide City with a corrective action plan as to how such deficiencies will be remedied or cured in a timely fashion. However, if after receipt of the proposed remedy, City has a reasonable basis for concluding that the Contractor has (a) failed or is unwilling to repair, replace or correct the deficiencies, or (b) failed or is unwilling to provide a reasonable and satisfactory corrective action plan, City shall thereafter have the right to terminate this Contract for default.
3. Upon termination, City may at its option:
  - a. Take possession of the Site and possession of or use of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor; and/or

- b. Finish the Work by whatever other reasonable method it deems expedient; or
  - c. Call upon the surety to perform its obligations under the performance and payment bonds, if applicable.
4. The Contractor and its sureties shall be liable for all damages and costs, including but not limited to: (1) compensation for architect and engineering services and expenses made necessary thereby; (2) any other costs or damages incurred by City in completing and/or correcting the Work; and (3) any other special, incidental or consequential damages incurred by City which results or arises from the breach or termination for default.
  5. In the event of termination for default City shall only pay the Contractor for Work successfully completed and accepted by City prior to the date of termination. City shall not be responsible for any other Contractor costs, expenses, or damages including any consequential, special, or incidental damages or lost profits associated with this Contract. In no event shall City reimburse the Contractor for any costs directly or indirectly related to the cause of this termination for default.
  6. If, after termination for default, it is determined that the Contractor was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of City.
  7. The rights and remedies of City in this provision are in addition to any other rights and remedies provided by law or under this contract.

**B. Termination for Convenience**

1. Upon written Notice City may terminate the Work, or any part of it, without prejudice to any right or remedy of City, for the convenience of City.
2. If City terminates the Work or any portion thereof for convenience, Contractor shall recover as its sole remedy:
  - a. Reasonable costs for all Work completed prior to the effective date of the termination and not previously paid for by City; and
  - b. A reasonable allowance for Overhead and profit for Work actually performed prior to the date of termination and accepted by City, at a rate not to exceed the percentage amount set forth in the Contract and in paragraph 6.3, *Allowable Costs*, subparagraph A.5, *Overhead and Profit*. The Contractor waives all other claims for payment and damages including without limitation, anticipated profit and overhead on work not performed and accepted by City.
3. The Contractor shall not be entitled to any other costs or damages, whatsoever. The total sum payable upon termination shall not exceed the Contract Price reduced by prior payments. Contractor shall be required to make its request for adjustment in accordance with Article 5, *Changes to the Contract*, and Article 6, *Time and Price Adjustments*.
4. If it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, City shall not reimburse Contractor any profit for the Work completed and shall reduce the settlement to reflect the indicated rate of loss.

**C. Contractor’s Obligations During Termination**

Unless City directs otherwise, after receipt of a written Notice of termination for default or termination for convenience, Contractor shall promptly:

1. Stop performing Work on the date and as specified in the Notice of termination;
2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work not terminated;
3. Cancel all orders and subcontracts, upon terms acceptable to City, to the extent that they relate to the performance of Work terminated;
4. Assign as specifically requested by City all of the rights, title, and interest of Contractor in all orders and subcontracts;
5. Take such action as may be necessary or as directed by City to preserve and protect the Work, Site, and any other property related to this Project in the possession of Contractor in which City has an interest;
6. Continue performance of Work only to the extent not terminated; and
7. Take any other steps required by City with respect to this Project.

**8.2 CITY’S RIGHT TO STOP THE WORK FOR CAUSE**

- A. If Contractor fails or refuses to perform its obligations in accordance with the Contract, City may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.
- B. Contractor shall not be entitled to any adjustment in the Contract Time and/or Contract Price for any increased cost or time of performance attributable to Contractor’s failure or refusal to perform its obligations under the Contract.

**ARTICLE 9: CLAIMS AND LITIGATION**

**9.1 CONTRACTOR CLAIMS**

**A. Condition Precedent to Filing a Claim.**

1. The following actions are a condition precedent to filing a Claim:
  - a. The Contractor submitted a timely Notice of Protest, Supplemental Information and Request for Change Order as required by paragraph 5.1;
  - b. The Request for Change Order has been denied or deemed denied by City; or
  - c. A Unilateral Change Order is issued by City.

**B. Failure to file a Timely Claim.**

1. At least seven (7) days prior to appropriate time to file a Claim, the Contractor may request an extension of time for filing its Claim. The Contractor shall state the reasons for the request and identify a date certain when the Contractor shall provide a fully documented Claim. Unless otherwise agreed to in writing by the Engineer, a fully documented Claim shall be received by the City within thirty (30) days after:
  - a. Denial or deemed denial of a Request for Change Order; or



- b. Contractor's receipt of an Executed Unilateral Change Order.
- 2. Failure to comply with the time requirements set for filing a Claim shall constitute acceptance by the Contractor, on behalf of itself and its Subcontractors and Suppliers, of the Unilateral Change Order and/or City's denial or deemed denial of a Request for Change Order. Such acceptance shall be considered complete, full, and final settlement of all costs, damages, and Claims related to or arising from the Request for Change Order and/or Unilateral Change Order.
- C. Contractor's Obligation to Continue to Work. Pending final decision of a Claim hereunder, the Contractor shall proceed diligently with the performance of the Contract Work, including that work associated with the Claim, and maintain its progress with the Work.
- D. Information required in a Fully Documented Claim. Every Claim must be submitted by the Contractor, in writing and clearly designated by the Contractor as a fully documented Claim. At a minimum, a fully documented Claim must contain the following information:
  - 1. A detailed factual statement of the Claim providing all necessary details, locations, and items of Contract Work affected;
  - 2. The date on which facts arose that gave rise to the Claim;
  - 3. The name of each person employed or associated with the Contractor, Subcontractor, Supplier, and/or City with knowledge about the event or condition which gave rise to the Claim;
  - 4. Copies of documents and a written description of the substance of any oral communications that concern or relate to the Claim;
  - 5. The specific provisions of the Contract Documents on which the Claim is based;
  - 6. If an adjustment in the Contract Price is sought, the exact amount sought, calculated in accordance with the Contract including paragraph 6.3, *Allowable Cost* and accompanied by (a) all records supporting the Claim and (b) all records meeting the requirements of paragraph 3.10, *Cost Records*;
  - 7. If an adjustment in the Contract Time is sought, the specific days and dates for which it is sought; the specific reason the Contractor believes an adjustment in the Contract Time should be granted; and the Contractor's analyses of its Progress Schedule, any specific Schedule analysis as required by the Contract Documents, and all updates to demonstrate the reason for the adjustment in Contract Time; and
  - 8. A statement certifying, under penalty of perjury, that after the exercise or reasonable diligence and investigation the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of the Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Price or Contract Time for which the Contractor believes City is liable.
- E. Contractor's Duty to Cooperate. The Contractor shall cooperate with City or its designee in the evaluation of its Claim and provide all information and documentation requested by City, its auditors or its designee.

F. City's Evaluation of the Claim.

1. To assist City in the review of the Contractor's Claim, City or its designee may visit the Site, request additional information and/or documentation in order to fully evaluate the issues raised in the Claim and/or audit the Claim.
2. After the Contractor has submitted a fully documented Claim that complies with this provision, City shall respond, in writing, to the Contractor within sixty (60) days from the date the fully documented Claim is received with either:
  - a. A decision regarding the Claim; or
  - b. Written Notice extending for another thirty (30) days City's time to respond to the Claim.
3. Absent a thirty (30) day extension, the Claim shall be deemed denied upon the sixty-first (61st) day following receipt of the Claim by City. If City had a thirty (30) day extension, the Claim shall be deemed denied upon the ninety-first (91st) day following receipt of the Claim by City.

**9.2 CONTRACTOR'S BURDEN OF PROOF ON CLAIM**

- A. The Contractor shall have the burden of proof to demonstrate entitlement and damages.
- B. If the Contractor, on behalf of itself or its Subcontractors and Suppliers seeks an adjustment in the Contract Price or Contract Time not supported by Project cost records meeting the requirements of ¶3.10, *Cost Records*, the Claim is waived.
- C. Compliance with the record keeping requirements set forth in this Contract is a condition precedent to recovery of any costs or damages related to or arising from performance of the Contract Work. If City establishes non-compliance of the record-keeping requirement set forth in ¶ 3.10, *Cost Records*, no adjustment shall be made to the Contract Price and/or Contract Time with respect to that Claim.

**9.3 LITIGATION**

- A. As a mandatory condition precedent to the initiation of litigation by the Contractor against City, Contractor shall comply with all provisions set forth in this Contract including those stated in Article 5 and Article 9.
- B. Any litigation brought against City shall be filed and served on City within 365 days from either the issuance of the Certificate of Substantial Completion for the entire Contract or Final Acceptance if no Certificate of Substantial Completion of the entire Contract is issued.
- C. Venue and jurisdiction shall vest solely in the King County Superior Court.
- D. Failure to comply with these mandatory condition time requirements shall constitute a waiver of the Contractor's right to pursue judicial relief from or against the City.

**ARTICLE 10: MISCELLANEOUS**

**10.1 COMPENSATION, WAGES, BENEFITS AND TAXES**

City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold City, its elected officials, officers, agents and employees, harmless

against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

## **10.2 PREVAILING WAGES**

The Contractor shall comply with the minimum wage requirements of RCW 39.12, as amended, including the obligation to pay at least the hourly minimum wage and fringe benefits to workers as required by RCW 39.12. The Contractor shall also post all notices required by the Washington Department of Labor & Industries on forms provided by the Department of Labor & Industries. The Contractor shall timely provide a "Statement of Intent to Pay Prevailing Wages" and timely provide an "Affidavit of Prevailing Wages Paid."

## **10.3 SUCCESSORS AND ASSIGNS**

City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other with respect to all covenants, agreements and obligations contained in the Contract. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to it hereunder, without the previous written consent of City.

## **10.4 THIRD PARTY AGREEMENTS**

Except as otherwise may be provided, the Contract shall not be construed to create a contractual relationship of any kind between: any architect, engineer, construction manager, Subcontractor, Supplier, or any persons other than City and Contractor.

## **10.5 NONWAIVER OF BREACH**

No action or failure to act by City shall constitute a waiver of any right or duty afforded to City under the Contract; nor shall any such action or failure to act by City constitute an approval of or acquiescence in any breach hereunder, except as may be specifically stated by City in writing.

## **10.6 NOTICE TO CITY OF LABOR DISPUTES**

- A. If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract, Contractor shall immediately give Notice, including all relevant information, to City.
- B. Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by any actual or potential labor dispute, all Subcontractor or lower-tiered Subcontractor shall immediately notify the next higher tier Subcontractor. Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

## **10.7 HEADINGS**

The headings used in the Contract are for convenience only and shall not be considered a part of or affect the construction or interpretation of any contractual provision therein.

## **10.8 CHOICE OF LAW**

In the event that either party shall bring a lawsuit or action related to or arising out of this Contract, such lawsuit or action shall be brought in the Superior Court, King County,

Washington. This Contract shall be governed by, and construed and enforced in accordance with the laws of the State of Washington.

**10.9 SEVERABILITY**

The provisions of this Contract shall be effective in all cases unless otherwise prohibited by Washington State Law or applicable Federal Law. The provisions of this Contract are separate and severable. The invalidity of any sentence, paragraph, provision, section, Article, or portion of this Contract shall not affect the validity of the remainder of this Contract.

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**SECTION 00 01 03**  
**PROJECT DIRECTORY**

**GENERAL**

**1.01 PROJECT**

- A. Project Name: City of Mercer Island, City Hall Lobby Renovation.
- B. Address: 9611 SE 36th Street.
- C. City: Mercer Island, WA 98040.

**1.02 OWNER**

- A. Owner's Name: City of Mercer Island.
  - 1. Address: 9611 SE 36th Street.
  - 2. City: Mercer Island, WA 98040.
  - 3. Tel: 206-275-7845.
  - 4. Project Manager: Jaime Page .
  - 5. E-mail: jaime.page@mercerisland.gov.

**1.03 ARCHITECT**

- A. Architect's Name: Ankrom Moisan Architects, Inc.
  - 1. Seattle Office:
    - a. 1505 5th Avenue, Suite #300, Seattle, WA 98101.
    - b. Tel: (206) 576-1600.
  - 2. Project Manager: Aaren DeHaas.
  - 3. Tel: 206.576.1600.
  - 4. E-mail: aarend@ankrommoisan.com.

**END OF SECTION**

**SECTION 00 73 00**  
**SUPPLEMENTARY CONDITIONS**

**PART 1 GENERAL**

**1.01 SUMMARY**

**1.02 THESE SUPPLEMENTARY CONDITIONS AMEND AND SUPPLEMENT THE GENERAL CONDITIONS DEFINED IN CITY OF MERCER ISLAND GENERAL TERMS AND CONDITIONS, MAY 2020 EDITION AND OTHER PROVISIONS OF CONTRACT DOCUMENTS AS INDICATED BELOW. PROVISIONS THAT ARE NOT SO AMENDED OR SUPPLEMENTED REMAIN IN FULL FORCE AND EFFECT.**

**1.03 THE TERMS USED IN THESE SUPPLEMENTARY CONDITIONS THAT ARE DEFINED IN THE GENERAL CONDITIONS HAVE THE MEANINGS ASSIGNED TO THEM IN THE GENERAL CONDITIONS.**

**1.04 MODIFICATIONS TO GENERAL CONDITIONS**

A. Division 01 Sections as follows.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 10 00**  
**SUMMARY**

**PART 1 GENERAL**

**1.01 PROJECT**

- A. Project Name: City of Mercer Island, City Hall Lobby Renovation
  - 1. Address: 9611 SE 36th Street
  - 2. City: Mercer Island, WA 98040
- B. Owner's Name: City of Mercer Island.
- C. Architect's Name: Ankrom Moisan Architects, Inc.
  - 1. Seattle Office:
    - a. 1505 5th Avenue, Suite 300, Seattle, WA 98101.
    - b. Tel: (206) 576-1600.
- D. Contract Documents, dated 09.23.2022 were prepared for Project by Ankrom Moisan Architects, Inc.
- E. The Project consists of the alteration of Lobby space improvements, demolition of existing non-structural columns, structural column finish cladding, lighting and finishes throughout area of work, new non-structural partitions, ceilings and lighting.
  - 1. Overall project 1,079 gross square feet.
  - 2. Construction Type:
    - a. Type: III-B.
  - 3. Construction Schedule: 12 week duration

**1.02 WORK BY OWNER**

- A. PRODUCTS FURNISHED BY OWNER INSTALLED BY CONTRACTOR ARE IDENTIFIED AS FOIC
  - 1. Include:
  - 2. Responsibilities:
    - a. Providing support systems to receive Owner's equipment, and mechanical and electrical connections.
    - b. Owner to arrange for and deliver necessary shop drawings, product data, and samples to Contractor.
    - c. Owner to arrange and pay for delivery of Owner furnished items according to Contractor's Construction Schedule.
    - d. If Owner furnished items are damaged, defective, or missing upon delivery, Owner to arrange for replacement.
    - e. Contractor to designate delivery dates of Owner furnished items in Contractor's Construction Schedule.
    - f. Contractor to review shop drawings, product data, and samples, and return to Architect noting discrepancies or problems anticipated in use of product.
    - g. Contractor responsible for receiving, unloading, and handling Owner furnished items at site.
    - h. Contractor responsible for protecting Owner furnished items from damage, including damage from exposure to elements.
      - 1) Contractor shall repair or replace items damaged as result of his operations.
- B. Owner will supply and install the following and noted as FOIO (furnished by Owner and installed by Owner) :
  - 1. See Equipment Schedule Sheet A2.10.
- C. Owner will supply the following for installation by Contractor and noted as FOIC ( furnished by Owner and installed by Contractor):



1. Including the following:
2. Responsibilities:
  - a. Providing support systems to receive Owner's equipment, and mechanical and electrical connections.
  - b. Owner to arrange for and deliver necessary shop drawings, product data, and samples to Contractor.
  - c. Owner to arrange and pay for delivery of Owner furnished items according to Contractor's Construction Schedule.
  - d. If Owner furnished items are damaged, defective, or missing upon delivery, Owner to arrange for replacement.
  - e. Contractor to designate delivery dates of Owner furnished items in Contractor's Construction Schedule.
  - f. Contractor to review shop drawings, product data, and samples, and return to Architect noting discrepancies or problems anticipated in use of product.
  - g. Contractor responsible for receiving, unloading, and handling Owner furnished items at site.
  - h. Contractor responsible for protecting Owner furnished items from damage, including damage from exposure to elements.
  - i. Contractor shall repair or replace items damaged as result of his operations.

### **1.03 OWNER OCCUPANCY**

- A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period, updated information and dates pending from Owner.
  1. Entry, Lobby, and Restrooms to remain accessible from 8:00 am – 4:00 pm, Monday – Thursday, with the exception of December 26, January 2, January 16, and February 20
  2. Work can occur any time outside of these days and hours, subject to the Mercer Island municipal code noise ordinance.  
[https://library.municode.com/wa/mercer\\_island/codes/city\\_code?nodeId=CICO\\_OR\\_TIT8HESA\\_CH8.24NUCOCO\\_8.24.020TYNU](https://library.municode.com/wa/mercer_island/codes/city_code?nodeId=CICO_OR_TIT8HESA_CH8.24NUCOCO_8.24.020TYNU)
- B. Owner intends to occupy the Project: upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

### **1.04 CONTRACTOR USE OF SITE AND PREMISES**

- A. Provide access to and from site as required by law and by Owner:
  1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- B. Existing Building: Maintain existing building in a weathertight condition throughout construction period.

### **PART 2 PRODUCTS - NOT USED**

### **PART 3 EXECUTION - NOT USED**

**END OF SECTION**

## SECTION 01 23 00

### ALTERNATES

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Description of Alternates.
- B. Procedures for pricing Alternates.
- C. Documentation of changes to Contract Sum and Contract Time.

##### 1.02 DEFINITIONS

- A. Alternate: Amount proposed by bidders and stated on Bid Form for specific work defined in Bidding Documents that shall be added to or deducted from Base Bid amount if Owner elects to accept a corresponding change in scope of work for products, materials, equipment, systems or installation methods as described in Contract Documents.
  - 1. Cost or credit for each Alternate is net addition to or deduction from Contract Sum to incorporate Alternate into Work.

##### 1.03 ACCEPTANCE OF ALTERNATES

- A. Alternatives quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option.
  - 1. Owner reserves right to select any Alternates up to thirty calendar days after award of Contract unless otherwise stated in Bidding Requirements.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.
  - 1. Include miscellaneous devices, appurtenances, incidental items and labor, materials, tools, equipment, rigging, etc. as required for complete installation whether or not described as part of Alternate.
  - 2. When Owner has made a decision on which, if any, of Alternates will be selected, notify in writing each party involved which Alternates have been selected, rejected, or deferred.
- C. Execute Alternates under same conditions as other Work of this Contract.

##### 1.04 SCHEDULE OF ALTERNATES

- A. Alternate A:
  - 1. Base Bid Item: Non-Sprinklered lobby.
  - 2. Alternate Item: Sprinkler rough-in for new system to be installed in Phase 2 of project. Include pressure testing for system and provide a temporary gauge on the piping to allow tie-in to the final system. Per A1.10 and A3.00.
- B. Alternate B:
  - 1. Base Bid Item: Full length banquettes and planter box at South wall of Lobby.
  - 2. Alternate Item: No banquettes and planter box to be provided at South wall, modify plastic laminate panels to extend full height. Per A2.00.
- C. Alternate C:
  - 1. Base Bid Item: No Air Curtain.
  - 2. Alternate Item: Air Curtain and Soffit per drawings. Per A2.00
- D. Alternate D:
  - 1. Base Bid Item: Specialty pendants per specification provided.
  - 2. Alternate Item: Provide VE alternate to pendants as cost saving measure. Per A3.00.
- E. Alternate E:
  - 1. Base Bid Item: Use of PL-1 throughout as indicated.
  - 2. Alternate Item: Provide PL-2 throughout in lieu of PL-1. Per A4.00.
- F. Alternate F:
  - 1. Base Bid Item: Use of SS-1 throughout as indicated.

2. Alternate Item: Provide Q-1 throughout in lieu of SS-1. Per A4.00.

G. Alternate G:

1. Base Bid Item: Use of LVT-1 throughout as indicated.
2. Alternate Item: Provide T-1 throughout in lieu of LVT-1. Per A4.00.

H. Alternate H:

1. Base Bid Item: Use of WD-1 throughout as indicated.
2. Alternate Item: Provide PL-1 throughout in lieu of WD-1. Per A4.00

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 30 00**  
**ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. General administrative requirements.
- B. Electronic document submittal service.
- C. Preconstruction meeting.
- D. Contract documents precedence.
- E. Pre-Installation Meeting.
- F. Progress meetings.
- G. Request for Information (RFI)
- H. Construction progress schedule.
- I. Progress photographs.
- J. Coordination drawings.
- K. Submittals for review, information, and project closeout.
- L. Number of copies of submittals.
- M. Requests for Interpretation (RFI) procedures.
- N. Submittal procedures.
- O. Layout of work.
- P. Field engineering.

**1.02 DEFINITIONS**

- A. Coordination Drawings:
  - 1. Show relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in space provided or to function as intended.
- B. Product Data:
  - 1. Printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
- C. Samples:
  - 1. Partial sections of manufactured or fabricated components, cuts or containers of material, color range sets, and swatches showing color, texture, and pattern.
- D. Field samples:
  - 1. Full-sized physical examples erected on-site to illustrate finishes, coatings, or finish materials.
  - 2. Samples used to establish standard by which Work will be judged.
- E. Mockups:
  - 1. Full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.
  - 2. Approved mockups will be used to establish standard by which Work will be judged and maybe allowed to remain as part of the permanent Work.

**1.03 CONTRACT DOCUMENTS PRECEDENCE**

- A. In event of conflict or discrepancy among the Contract Documents, interpretations will be based on the following order of priorities:
  - 1. Agreement
  - 2. Addenda, with those of later date having precedence over those of earlier date.

3. Supplementary Conditions.
4. General Conditions of the Contracts.
5. Schedules.
6. Drawings & Specifications.
  - a. In the case of inconsistency between Drawings and Specifications or within either Document not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.
  - b. Large Scale Drawings.
  - c. Small Scale Drawings.
7. Dimension numbers written on Drawings prevail and take precedence over Dimensions scaled from Drawings.

#### **1.04 PROJECT COORDINATOR**

- A. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of The Work.
  1. Schedule construction operations in sequence required to obtain best results where installation of one part of Work depends on installation of other components.
  2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
  3. Coordinate storage or staging areas for all trades.
- B. Administrative Procedures:
  1. Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of Work.
  2. Administrative activities include, but are not limited to:
    - a. Preparation of Schedules.
    - b. Installation of temporary facilities.
    - c. Delivery and processing of submittals.
    - d. Progress meetings.
    - e. Project closeout activities.
- C. Staff Names: Within 15 days of commencement of construction operations, submit a list of Contractor's principal staff assignments, including superintendent and other personnel involved in daily Project activities.
  1. Identify individuals, their duties and responsibilities.
  2. List personnel addresses and telephone numbers.
- D. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
- E. Conservation: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION**

##### **3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE**

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
  1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction

- punchlist, and any other document any participant wishes to make part of the project record.
  - 2. Contractor and Architect are required to use this service.
  - 3. It is Contractor's responsibility to submit documents in allowable format.
  - 4. Subcontractors, suppliers, and Architect's consultants will be permitted to use the service at no extra charge.
  - 5. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, [www.adobe.com](http://www.adobe.com), or Bluebeam PDF Revu, [www.bluebeam.com](http://www.bluebeam.com)), unless such software capability is provided by the service provider.
  - 6. Paper document transmittals will not be reviewed; emailed electronic documents will not be reviewed.
  - 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Submittal Service: The selected service is:
- 1. Newforma Info Exchange:
    - a. Project access: Invitation to be provided by Architect.
- C. Training: Web-based video tutorials are available on the site.
- D. Project Closeout: Architect will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Owner.

### 3.02 PRECONSTRUCTION MEETING

- A. Schedule a meeting after notice to proceed.
- B. Schedule meeting at a time convenient to Owner and Architect, but not later than 15 days after Notice of Award.
  - 1. Hold conference at Project site or other convenient location.
- C. Attendance Required:
  - 1. Owner.
  - 2. Architect.
  - 3. Contractor.
  - 4. Superintendent.
  - 5. Subcontractors.
  - 6. Manufacturer's Technical Representative.
  - 7. Building Envelope Consultant.
  - 8. Manufacturers deemed necessary by Contractor and Architect.
- D. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
  - 5. Designation of personnel representing the parties to Contract and Architect.
    - a. Emergency off-hour contacts.
  - 6. Routing of correspondence.
  - 7. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 8. Scheduling.
    - a. Critical work sequencing.
    - b. Product Submittal Schedule.
  - 9. Purpose of Request for Interpretation (RFI):
    - a. Determine information not included in Contract Documents.

- b. RFI is not intended to address items noted in paragraph below: REQUESTS FOR INTERPRETATION (RFI)
  - c. Provide sample of RFI Form and Cover Sheet for approval by Architect prior to meeting.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

**3.03 PRE-INSTALLATION MEETING - ACCESSIBILITY REVIEW**

- A. Conduct a pre-installation meeting after wall layout is complete on floor and prior to any wall framing erection to discuss accessibility reviews, any special accessibility requirements to project, items that have different opinions of accessibility and constructibility issues. Will include outlet locations, tolerance given for dimensions, and answer questions.
- B. Attendance Required:
- 1. Owner.
  - 2. Architect.
  - 3. Contractor.
  - 4. Accessibility Consultant.
  - 5. Framing subcontractor.
  - 6. Electrical subcontractor.
  - 7. Plumbing subcontractor.
  - 8. Superintendent.
- C. Notifications:
- 1. Notify attendees of scheduled conference a minimum of 7 calendar days in advance of meeting.
- D. Agenda (to be prepared by the Architect):
- 1. Introductions.
  - 2. Review goals of the meeting.
  - 3. If third party hired for inspections: discussion of inspections, timing of inspections, and who will attend inspections.
  - 4. Review of most common issues.
  - 5. Differences of professional opinion.
  - 6. Questions.

**3.04 PRE-INSTALLATION MEETING - UNIT ELECTRICAL SWITCH AND OUTLET BOX WALK**

- A. Conduct a preinstallation box walk through each Unit Type locating electrical light switch, outlet boxes, low-voltage boxes, and thermostat boxes prior to installation electrical switches, outlets, conductors, low voltage wiring or thermostats.
- 1. Layout to include the taped cabinet layout on the floor.
  - 2. Balance of Work within Units will be based on agreement from this box walk.
- B. Attendance Required:
- 1. Owner.
  - 2. Architect.
  - 3. Contractor.
  - 4. Accessibility Consultant.
  - 5. Electrical Sub-contractor.
  - 6. Superintendent.
- C. Notifications:
- 1. Notify attendees of scheduled Conference a minimum of 7 calendar days in advance of meeting.
- D. Agenda:
- 1. Confirm box location per Contract Documents and as required Building Code Accessibility requirements.

2. Identification of appliances, cabinets, or other future work that will affect accessibility of outlets, switches, or other electrical items.
  3. Document initial location boxes has been acceptable to attendees. Notate how non-acceptable work will be corrected or an alternative agreed solution has been developed.
- E. Do not proceed with electrical work until this box walk has occurred and parties are in agreement.

### **3.05 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
1. Contractor.
  2. Owner.
  3. Architect, as requested.
  4. Contractor's superintendent.
  5. Major subcontractors.
- D. Agenda:
1. Review minutes of previous meetings.
  2. Review of work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems that impede, or will impede, planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Review of off-site fabrication and delivery schedules.
  7. Maintenance of progress schedule.
  8. Corrective measures to regain projected schedules.
  9. Planned progress during succeeding work period.
  10. Coordination of projected progress.
  11. Maintenance of quality and work standards.
  12. Effect of proposed changes on progress schedule and coordination.
  13. Other business relating to work.
- E. Record minutes and distribute copies within three days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.06 CONSTRUCTION PROGRESS SCHEDULE**

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 30 days of work, with a general outline for remainder of work.
1. Include written certification that major Subcontractors have reviewed and accepted proposed schedule.
  2. Include Product Submittal Review Schedule, provide date of submittal, length of design team review and resubmittal time.
  3. Submittals submitted prior to an approved Product Submittal Schedule will be returned without action.
- B. Provide updated schedule at each OAC meeting.

### **3.07 PROGRESS PHOTOGRAPHS**

- A. Submit photographs with each application for payment, taken not more than 3 days prior to submission of application for payment.
- B. Photography Type: Digital; electronic files.
- C. In addition to periodic, recurring views, take photographs of each of the following events:
1. Final completion, minimum of ten (10) photos.



- D. Views:
  - 1. Consult with Architect for instructions on views required.
  - 2. Provide factual presentation.
  - 3. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- E. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
  - 1. Delivery Medium: Via email.
  - 2. File Naming: Include project identification, date and time of view, and view identification.
  - 3. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.
  - 4. Hard Copy: Printed hardcopy (grayscale) of PDF file and point of view sketch.

**3.08 COORDINATION DRAWINGS**

- A. Prepare coordination drawings where coordination is needed for installation of products and materials fabricated by separate entities.
  - 1. Prepare coordination drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.
- B. Review drawings prior to submission to Architect.

**3.09 REQUESTS FOR INTERPRETATION (RFI)**

- A. Definition:
  - 1. A request for interpretation (RFI) will not impact time and/or cost. If the Contractor believes the response will impact time and/or cost, see 3.10.G.
  - 2. A request for interpretation (RFI) is seeking one of the following:
    - a. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
  - 1. Prepare a separate RFI for each specific item.
    - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
    - b. Provide a proposed solution.
    - c. Do not forward requests which solely require internal coordination between subcontractors.
  - 2. Prepare using software provided by the Electronic Document Submittal Service.
  - 3. Combine RFI and its attachments into a single electronic file. PDF format is required.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
  - 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
  - 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
    - a. Approval of submittals (use procedures specified elsewhere in this section).
    - b. Approval of substitutions (see Section - 01 60 00 - Product Requirements)

- c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
- d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
- e. Documenting field conversations.
3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
  - a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect, and any of its consultants, due to processing of such RFIs.
- E. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
  1. Number RFI's sequentially from "001".
  2. Record each RFI in a log, identifying each by RFI-#, subject, date submitted, date of response, and disposition. Update and distribute log at project meetings.
  3. Indicate current status of every RFI. Update log promptly and on a regular basis.
  4. Note dates of when each request is made, and when a response is received.
  5. Highlight items requiring priority or expedited response.
- F. Review Time: Architect will respond and return RFIs to Contractor within five calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
  1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- G. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
  1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
  2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
  3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
  4. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

### **3.10 SUBMITTAL SCHEDULE**

- A. Within 20 days after date of Agreement, submit preliminary schedule, including Product submittal Schedule.
- B. Submittals approved prior to ordering products or systems.
- C. Submit to Architect for review and approval, a schedule for submittals in tabular format.
  1. Coordinate with Contractor's construction schedule and schedule of values.
  2. Adjust submittal schedule to correspond with adjustment made to the construction schedule.

- a. Schedule submittals so as to allow for a reasonable amount of time for Architect to process and review.
3. Format schedule to allow tracking of status of submittals throughout duration of construction.
4. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
5. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
  - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

### **3.11 PRODUCT DATA**

- A. Collect Product Data into a single submittal for each element of construction or system.
- B. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required or proposed for Work, clearly mark copies to indicate applicable information.
- C. Include following information:
  1. Manufacturer's printed recommendations.
  2. Compliance with trade association standards.
  3. Compliance with recognized testing agency standards.
  4. Performance characteristics and capacities.
  5. Notation of dimensions verified by field measurement.
  6. Required clearances, wiring and piping diagrams, and controls.
  7. Manufacturer's standard schematic drawings and diagrams, modified as required to suit Project requirements.
    - a. Do not reproduce Contract Documents to create shop drawings, but provide drawings that show actual conditions using specified products.
  8. Notation of coordination requirements.
- D. Colors and Patterns:
  1. Except where specific color and pattern is indicated in Contract Documents, and whenever a choice of color or pattern is available in specified products, submit 2 color and pattern charts to Architect for selection.
- E. Submit following for each required submittal:
  1. Electronic copy for Architect.
  2. Number of copies as required for Maintenance manuals.
  3. Number of copies as required by Contractor for distribution.
- F. Architect will retain a copy and return one electronic copy, marked with action taken and corrections or modifications required, to Contractor for distribution.
  1. Contractor to retain number of copies required for maintenance manuals.
  2. Do not permit use of unmarked copies of Product Data in connection with construction.

### **3.12 SAMPLES**

- A. Submit Samples for review of size, kind, color, pattern, and texture, and to illustrate functional and aesthetic characteristics of Product, clearly mark samples to indicate applicable information.
- B. Where variation in color, pattern, or texture, or other characteristic is inherent in material or product represented, submit at least 3 multiple units that show approximate limits of variations, or number of units indicated in individual specification Sections.

### **3.13 QUALITY ASSURANCE SUBMITTALS**

- A. Submit quality control submittals, including:

1. Design data
  2. Certifications
  3. Manufacturer's instructions
  4. Manufacturer's field reports
  5. Other quality control submittals required under individual Technical Specifications of Project Manual.
- B. Certifications: Where individual Technical Specifications Sections of Project Manual require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from manufacturer certifying compliance with specified requirements.
1. Certification to be signed by an officer of manufacturer or other individual authorized to sign documents on behalf of company.

**3.14 DESIGN DRAWINGS: DELEGATED DESIGN COMPONENTS**

- A. Make design Drawings accurately to a scale sufficiently large to show pertinent aspects of item and its method of connection to Work.
- B. Provide structural calculation stamped by structural engineer registered in state work is being performed.
- C. Refer to Section 01 35 25 Delegated Design Requirements for additional information.

**3.15 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit in a single bookmarked PDF for review:
  1. Product data.
  2. Shop drawings.
  3. Samples for selection.
  4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

**3.16 SUBMITTALS FOR INFORMATION**

- A. Submittals for Information shall be retained by Contractor at job site.
- B. When the following are specified in individual sections, submit them for information:
  1. Design data.
  2. Certificates.
  3. Test reports.
  4. Inspection reports.
  5. Manufacturer's written instructions.
  6. Manufacturer's field reports.
  7. Coordination Drawings.
  8. Other types indicated.
- C. Submit for Architect's knowledge as contract administrator or for Owner.

**3.17 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.

- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
  - 1. Project record documents.
  - 2. Operation and maintenance data.
  - 3. Warranties.
  - 4. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

**3.18 NUMBER OF COPIES OF SUBMITTALS**

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; two of which will be retained by Architect.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to Contractor unless specifically so stated.
  - 3. Additional number of samples as required by Contractor for distribution.
    - a. Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of Work.
- C. Copies will be returned, marked with Architect's action taken and corrections or modifications required, to Contractor for reproduction and distribution.
  - 1. Do not permit use of unmarked Shop Drawings in connection with construction.

**3.19 SUBMITTAL PROCEDURES**

- A. General Requirements:
  - 1. Use a separate transmittal for each item.
  - 2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
  - 3. Transmit using approved form.
    - a. Use Contractor's form, subject to prior approval by Architect.
  - 4. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
    - a. Retain numbering system throughout revisions with addition of sequential letters for each revision to initial submittal.
    - b. Submittals more than 10 pages shall be bookmarked on major sections.
  - 5. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
  - 6. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
    - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
    - b. Identify deviations from Contract Documents, and Product or system limitations which may be detrimental to successful performance of completed Work.
    - c. Architect will return submittals without action if Contractor has not coordinated submittal and applied signature prior to transmittal to Architect.
  - 7. Schedule submittals to expedite the Project, and coordinate submission of related items.
    - a. For each submittal for review, allow 5 days excluding delivery time to and from the Contractor.

- b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 2 days.
    - c. For sequential reviews involving approval from authorities having jurisdiction (AHJ), in addition to Architect's approval, allow an additional 30 days.
  8. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
  9. Provide space for Contractor and Architect review stamps.
  10. When revised for resubmission, identify all changes made since previous submission.
  11. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
  12. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
  13. Submittals not requested will not be recognized or processed.
- B. Re-submittals shall clearly identify all revisions to previous submittals.
  1. Heavy ink clouded outlines (revision clouds) shall be drawn around revised areas of individual sheets.
  2. Architect/Engineer will not review information outside of revision clouds on resubmitted drawings.
- C. Product Data Procedures:
  1. Submit only information required by individual specification sections.
  2. Collect required information into a single submittal.
  3. Submit concurrently with related shop drawing submittal.
  4. Do not submit (Material) Safety Data Sheets for materials or products.
- D. Shop Drawing Procedures:
  1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
  2. Do not reproduce Contract Documents to create shop drawings.
  3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- E. Samples Procedures:
  1. Transmit related items together as single package.
  2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
- F. Coordination:
  1. Coordinate preparation and processing of submittals with performance of construction activities.
    - a. For each submittal for review, allow 5 days excluding delivery time to and from the Contractor.
      - 1) Transmit each submittal sufficiently in advance to avoid delay of related construction activities.
  2. Coordinate transmittal of submittals for related elements of Work so processing will not be delayed by need to review submittals concurrently for coordination.
    - a. Architect reserves right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
    - b. Partial submittals may be rejected as not complying with these provisions of Contract.
  3. Coordinate and ensure that no Work is preformed that is involved with submittal until receiving Architect's stamped and signed approval.
  4. Architect will not accept submittals received from sources other than Contractor.
  5. Reference submittal to pertinent Contract Drawing sheet and detail number(s), and Contract Specification Section number on Cover Sheet and Submittal
  6. Submit items pertaining to only one Specification Section in each submittal.
- G. Submittal log:

1. Submit submittal log listing all submittals and date to be submitted at first construction meeting.
2. Submit log itemizing project submittals and project submission date one week prior to first submittal.
3. Identify each submittal.
4. Maintain an accurate submittal log for duration of Work, showing current status of submittals at all times.
5. Log to be reviewed at weekly meeting.
  - a. Make log available to Owner and Architect for review upon request.

### **3.20 SUBMITTAL REVIEW**

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.
- C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.

### **3.21 ARCHITECT'S ACTION**

- A. Except for submittals for record or information, where action and return is required, Architect will review each submittal, mark to indicated action taken, and return to Contractor.
- B. Submittals for Review Action Stamp: Architect will stamp each submittal with an action stamp, and mark stamp appropriately to indicate action taken, as follows:
  1. NO EXCEPTION TAKEN:
    - a. Final Unrestricted Release: Work covered by submittal may proceed provided it complies with requirements of Contract Documents.
    - b. Final payment depends on that compliance.
  2. MAKE CORRECTIONS NOTED:
    - a. Final-But-Restricted Release: Work covered by submittal may proceed provided it complies with corrections on submittal and requirements of Contract Documents.
    - b. Final payment depends on that compliance.
  3. REVISE AND RESUBMIT:
    - a. Returned for Resubmittal: Do not proceed with Work covered by submittal, including purchasing, fabrication, delivery, or other activity.
    - b. Revise or prepare a new submittal according to notations and resubmit. Repeat as necessary to obtain a mark releasing submittal.
    - c. Do not use, or allow others to use, submittals marked REVISE AND RESUBMIT, at Project site or elsewhere where Work is in progress.
  4. REJECTED:
    - a. Rejected from use: Work or product covered may NOT proceed or be used.
  5. SUBMIT SPECIFIED ITEM:
    - a. Contractor to submit specified product.
  6. NO ACTION TAKEN:
    - a. Work covered by submittal may proceed provided it complies with requirements of Contract Documents.
    - b. Final payment depends on that compliance.
- C. Submittals for Information Action Stamp: Architect will stamp each submittal with an action stamp, and mark stamp appropriately to indicate action taken, as follows:
  1. Architect's and consultants' actions on items submitted for information:
  2. RECEIVED: Items for which no action was taken:
    - a. Notify the Contractor that the submittal has been received for information only.
  3. REVIEWED: Items for which action was taken:
    - a. No further action is required from Contractor.

4. Other Action: Where a submittal is for information or record purposes or special processing or other activity, Architect will return submittal marked RECORD DOCUMENT.
- D. Submittals for Closeout Action Stamp:
  1. CLOSEOUT SUBMITTAL: Submit at Closeout.
- E. Delegated Design Component Review:
  1. Architect will stamp submittal after it has been reviewed by Contractor.
  2. Actions as specified under Action Stamp apply in addition to the following:
    - a. REVIEWED FOR COMPATIBILITY WITH THE DESIGN OF THE BUILDING.
    - b. REVIEWED TO DETERMINE WHETHER SYSTEMS, MATERIALS OR EQUIPMENT ARE DESIGNED IN CONFORMANCE WITH THE PERFORMANCE AND DESIGN CRITERIA AND THE DESIGN CONCEPT EXPRESSED IN THE CONTRACT DOCUMENTS.
- F. Design/Build Submittals Action Stamp:
  1. Architect will stamp submittal after it has been reviewed by Contractor.
    - a. REVIEWED FOR COMPATIBILITY WITH THE DESIGN OF THE BUILDING.
    - b. NO ACTION TAKEN:
      - 1) Work covered by submittal may proceed provided it complies with requirements of Contract Documents.
      - 2) Final payment depends on that compliance.
- G. Unsolicited Submittals: Architect will return unsolicited submittals to sender without action.

### **3.22 LAYOUT OF WORK**

- A. Survey and verify conditions of project site.
- B. Record existing conditions prior to construction for comparison with Contract Documents.
  1. Report conflicts to Architect prior to start of Work.
  2. Architect will provide revisions to Contract Documents or issue instructions to deal with conflicts.
  3. Be responsible for remedying conflicts which could have been prevented by timely reviews of existing conditions.
  4. Remedies, which vary from Contract Documents shall be approved by Architect's and Owner's Representatives.

**END OF SECTION**



**SECTION 01 35 25**  
**DELEGATED DESIGN REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedures for portions of work under this Contract that are Delegated Design.
- B. Contractor's responsibilities: Coordinate and assume or assign to subcontractors complete responsibility for design, shop drawings, calculations, submittals, permits, fabrication, transportation and installation.
  - 1. Submit and coordinate Delegated Design documents to jurisdiction having authority for separate permit.
  - 2. Fill out Delegated Design SUMMARY SHEET.
  - 3. Delegated Design components of Work are defined as: Complete, operational systems, provided and installed for their intended use.

**1.02 DEFINITIONS**

- A. DELEGATED DESIGN is any system or component engineered for the Project by the Contractor or Sub-Contractors with a design aspect in the agreement. It is not any "proprietary" system or component engineered by the manufacturer or pre-engineered via published information (example: standards). The engineering responsibilities and "performance" criteria is documented in the Contract Documents.
- B. Applicant: Person applying for building permit and person coordinating Contractor Engineered systems with basic building and with each other. Includes coordination of required submittals.
- C. Owner is not responsible to pay for any delays, additional products, additional hours of work or overtime, restocking or rework required due to failure by Contractor or Subcontractor to coordinate their work with work of other trades on project or to provide Delegated Design portion or component in a timely manner to meet project Schedule.
- D. Architect: Architect registered in the State in which the Project is located and engaged by Owner to provide contract documents including computations and specifications required by Building Official for principal project systems. Includes Architect's staff, consultants and consultants staffs.
  - 1. Architect's of Record's review of Delegated Design Engineered component submittals shall be for design intent and shall not lessen nor shift responsibility from Contractor or assigned subcontractor, to Owner nor Architect.
- E. Contractor: Firm engaged by Owner to construct Project. Includes employees, subcontractors and suppliers.
- F. Design Engineer: Professional Engineer registered in the State in which the Project is located and engaged by Contractor, subcontractor or supplier to provide drawings, computations and specifications required by Building Official for designated Contractor Engineered specialty system, in accordance with criteria set forth in Contract Documents.
- G. Seal for Delegated Design: Certification that drawings, computations and specifications were designed and prepared under direct supervision of Architect or Engineer whose name appears thereon.
- H. Delegated Design Component Review Stamp: Confirmation that design drawings has been reviewed for compatibility with design of the building.
- I. Approval Stamp: Certification that Building Official has reviewed submittal and finds it acceptable with respect to applicable code compliance.

**1.03 REFERENCE STANDARDS**

- A. Refer to references in Part 1, General, in each specification section with Delegated Design Work.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Delegated Design component submittals are required to contain:
  - 1. Complete criteria
  - 2. Design assumptions
  - 3. Details
  - 4. Calculations
  - 5. Structural elements, calculations and drawings to be stamped by Delegated Design Engineer registered in the State in which the Project is located.
  - 6. Instructions for fabrication, assembly, installation and interface with other trades.
- C. Submit Delegated Design SUMMARY sheet to jurisdiction having authority per AHJ requirements.

**1.05 SUBMITTAL REQUIREMENTS**

- A. Components are those subject to lateral or vertical loads and are not designed by Architect.
  - 1. These components require design by Contractor Design Engineer who received subcontract or purchase order for that component of Project.
- B. Components shall be coordinated with adjunct systems whether designed by Architect or are other Contractor components.
- C. Building Department Deferred Submittals: See drawings.
- D. Before work is allowed to proceed the following must occur:
  - 1. Submit complete legible documents.
  - 2. Documents must be examined and approved by Authority Having Jurisdiction (AHJ).
- E. Documents not completed prior to issuance of building permit, must be completed and submitted to Authority Having Jurisdiction for approval prior to fabrication.

**1.06 QUALITY ASSURANCE**

- A. Refer to quality assurance described in Part 1, General in specification sections with Delegated Design components.
- B. Perform design and prepare design drawings under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State in which the Project is located.
- C. Quality assurance described in specification sections shall be minimum acceptable standards for this project.
- D. Should quality assurance not be defined within specific specifications, printed industry standards for "normal" quality practices shall govern.

**PART 2 PRODUCTS**

**2.01 SYSTEM DESCRIPTION**

- A. Certain components of Project's construction are designated Delegated Design components. Contractor is responsible to coordinate and assume or assign to subcontractors and/or suppliers complete responsibility for design, calculations, submittals, permits if required, fabrication, delivery and installation of Delegated Design components.
- B. Contractor is responsible, with no exceptions, for submittal of Delegated Design components documents to Building Department for review, so review will not adversely affect Project's construction schedule.

1. Delegated Design components are defined as complete systems provided for intended use.
- C. Architect's review of Delegated Design Engineered submittals is for general conformance with design intent.
  1. Architect not responsible for coordination of Delegated Design components with Contract Documents or review of materials submitted as result of Delegated Design components.
  2. Review does not lessen nor shift burden of responsibility from Contractor or assigned subcontractor/ supplier to Owner or Architect.
- D. Owner not responsible to pay for delays, additional products, hours of work or overtime, restocking or rework required due to failure to coordinate work with other trades or to provide components in timely manner to meet Project Schedule.

**2.02 DELEGATED DESIGN COMPONENTS: FOLLOWING ARE DELEGATED DESIGN COMPONENTS KNOWN AT THIS TIME TO REQUIRE REVIEW AND SUBMITTAL:**

- A. Section 05 40 00 - Cold-Formed Metal Framing: system and attachments for wind, seismic and dead loads.
- B. Section 05 50 00 - Metal Fabrications: custom ladders, casework supports, bollards.
- C. Section 09 21 16 - Gypsum Board Assemblies: interior studs with non-typical heavy loading
- D. Section 10 14 00 - Signage: non-code standard attachments.
- E. Division 21 - Fire-Suppression Sprinkler Systems. system design, attachments and supports (including acoustic and seismic isolation).
- F. Division 22 - Plumbing Systems: system design, attachments and supports (including acoustic and seismic isolation).
- G. Division 23 - Mechanical Systems: system design, attachments and supports (including acoustic and seismic isolation).
- H. Division 26 - Electrical Systems: system design, attachments and supports (including acoustic and seismic isolation).
- I. Division 28 - Fire Detection and Alarm: system design, attachments and supports (including acoustic and seismic isolation).

**2.03 DESCRIPTIONS FOR SYSTEMS LISTED IN PROJECT MANUAL**

- A. Refer to systems descriptions in Part 1, General and Part 2, Products in each technical specification section listed for references to Delegated Design components.

**2.04 SPECIFIC REQUIREMENTS**

- A. Delegated Design Components shown in contract Documents are shown for design intent.
- B. Intent is to have Delegated Design Entity responsible to design, provide, coordinate and install Delegated Design Component.
- C. Delegated Design Components are to include products specified.
- D. Delegated Design Components attached to structural frame or supplemental to structural frame to be designed for anticipated loads outlined on structural drawings or found in Building Code for the state in which project is located.
- E. Coordinate Delegated Design Components with appropriate subcontractors.
- F. Load reactions at interface between Delegated Design Components and structural frame to be clearly defined to allow for a review by Engineer of Record.

**PART 3 EXECUTION NOT USED**

**DELEGATED DESIGN SUMMARY SHEET**

**CONTRACTOR INFORMATION SHEET [ ] OF [ ]**

5.01 NAME:[ ] POSITION: [ ]

5.02 PHONE:[ ] FAX [ ]

5.03 MAILING ADDRESS:[ ]

**PROJECT INFORMATION**

6.01 STREET ADDRESS [ ]

6.02 DESCRIPTION OF WORK [ ]

**PLAN CHECK INFORMATION**

7.01 TYPE OF CHECK: [ ]

7.02 PLANS EXAMINER: [ ] DATE [ ]

	DELEGATED DESIGN ITEM	A. SUPPLIER WHO WILL STAMP PLANS AND CALCULATIONS B. ENGINEER C. ENGINEER'S TELEPHONE NUMBER	A. DATE OF SUBMITTAL TO CITY B. SHEET#	REMARKS
1.				
2.				
3.				
4.				
5.				

**END OF SECTION**

**SECTION 01 40 00**  
**QUALITY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Submittals.
- B. Quality Control Coordinator.
- C. Quality Control Requirements.
- D. Testing and inspection agencies and services.
- E. Tolerances.
- F. Manufacturers' field services.
- G. Defect Assessment.

**1.02 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Quality Control Plan:
  - 1. Preconstruction Meeting: Submit for approval a written Contractor Quality Control (CQC) plan prior to meeting.
    - a. Plan to be used for agenda.
  - 2. Contractor shall submit for approval a revised written plan within 14 days after pre-installation meeting.
  - 3. Changes to plan during contract period as necessary to obtain quality specified to be through agreement between Architect, Owner and Contractor.
  - 4. No change in approved plan may be made without written concurrence by Contractor, Owner and Architect.
  - 5. Include following:
    - a. List of personnel responsible for quality control and assigned duties. Include each person's qualifications.
    - b. Copy of a letter of direction to Contractor's Quality Control Supervisor outlining assigned duties.
    - c. Methods of performing, documenting, and enforcing quality control of work.
  - 6. Contractor's Quality Control Daily Reports: Submit inspections and tests on first workday following date covered by report.
  - 7. Test Reports (Owners Testing Lab):
    - a. Submit Daily Test Information Sheets with Quality Control Daily Reports.
    - b. Submit failing test results and proposed remedial actions within four hours of noted deficiency.
    - c. Submit three copies of complete test results not later than three calendar days after test was performed.
  - 8. Off-Site Inspection Reports: Submit prior to shipment.
- C. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- D. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.

- f. Location in the Project.
  - g. Type of test/inspection.
  - h. Date of test/inspection.
  - i. Results of test/inspection.
  - j. Compliance with Contract Documents.
  - k. When requested by Architect, provide interpretation of results.
- E. Certificates: When specified in individual specification sections, submit certification by manufacturer and Architect or installation/application subcontractor to Architect, in quantities specified for Product Data.
- F. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- G. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
- 1. Submit report in duplicate within 30 days of observation to Architect for information.
  - 2. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
- H. Shop Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.

### **1.03 QUALITY ASSURANCE**

- A. General:
- 1. Quality of work: Contractor's responsibility.
  - 2. Testing: Responsibility of an Owner's independent testing laboratory
  - 3. Inspect and test Work often enough to ensure that quality of materials, workmanship, construction, finish, and functional performance is in compliance with applicable specifications and drawings.
  - 4. Quality Control Daily Reports shall be completed by Quality Control Supervisor.
  - 5. Test reports shall be completed by person performing test.
  - 6. Architect may designate locations of tests.
- B. Quality Control Coordinator:
- 1. Contractor's Quality Control Coordinator shall be assigned no other duties.
    - a. Coordinator shall responsible for work coordination of Building Envelope.
  - 2. Contractor's jobsite supervisory staff may be used to assist the Quality Control Contractor, supplemented as necessary by additional personal.
  - 3. Contractor's designated Quality Control Coordinator or competent supplementary personal shall be on the project site whenever contract work is in progress.

### **1.04 TESTING AND INSPECTION AGENCIES AND SERVICES**

- A. Owner will employ and pay for services of an independent testing agency to perform specified testing and inspection.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION**

### **3.01 ON-SITE -QUALITY CONTROL REQUIREMENTS**

- A. Notification:
- 1. Notify Architect at least 48 hours in advance of preparatory phase meeting.
  - 2. Notify Architect at least 24 hours in advance of the initial and follow-up phases.

- B. Preparatory Phase: Perform before beginning each feature of work.
  - 1. Review submittal requirements with personnel directly responsible for the quality control work. As a minimum, Contractor's Quality Control Supervisor and foreman responsible for the feature of work shall be in attendance.
  - 2. Review applicable specifications sections and drawings related to feature of work.
  - 3. Ensure that copies of referenced standards related to sampling, testing, and execution for feature of work are available on site.
  - 4. Ensure that provisions have been made for field control testing.
  - 5. Examine work area to ensure that preliminary work has been completed.
  - 6. Verify field dimensions and advise the Architect of discrepancies with contract documents.
  - 7. Ensure that necessary equipment and materials are at project site and that they comply with approved shop drawings and submittals.
  - 8. Prepare a report on preparatory phase activities and discussions. Attach report to Contractor's Quality Control Daily Report.
- C. Initial Phase:
  - 1. As soon as work begins, inspect and test a representative portion of a particular feature of work for quality of workmanship.
  - 2. Review control testing procedures to ensure compliance with contract requirements.
  - 3. Prepare a report on initial phase activities and discussions. Attach report to Contractor's Quality Control Daily Report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- D. Follow-Up Phase: Inspect and test as work progresses to ensure compliance with contract requirements until completion of work.
- E. Additional Preparatory and Initial Phases: Additional preparatory and initial phases may be required on same feature of work for following reasons:
  - 1. Quality of on-going work is unacceptable.
  - 2. Changes occur in applicable quality control staff, on-site production supervision, or work crew.
  - 3. Work on a particular feature of work is resumed after a substantial period of inactivity.

### **3.02 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

### **3.03 TESTING AND INSPECTION**

- A. See individual specification sections for testing required.
- B. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
  - 5. Perform additional tests and inspections required by Architect.
  - 6. The approved testing agency shall select samples of materials to be tested at random; the contractor shall not select the samples.
  - 7. Submit reports of all tests/inspections specified.

- C. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
  - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
  - 3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.
  - 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
  - 5. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- F. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.
- G. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect. Payment for re testing will be charged to the Contractor by deducting testing charges from the Contract Price.
  - 1. If second test conforms to specifications, then Owner will pay for cost of second test.

**3.04 MANUFACTURERS' FIELD SERVICES**

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect 10 days in advance of required observations.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

**3.05 DEFECT ASSESSMENT**

- A. Replace Work or portions of the Work not complying with specified requirements.

**END OF SECTION**



**SECTION 01 42 16**  
**DEFINITIONS AND REFERENCE STANDARDS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Section supplements the definitions contained in the General Conditions.
- B. Other definitions are included in individual specification sections.

**1.02 DEFINITIONS**

- A. Approved:
  - 1. When used in conjunction with Architect's action on Contractor's submittals, applications, and requests, is limited to Architect's duties and responsibilities as stated in Conditions of Contract.
- B. Building Code: 2019 Oregon Structural Specialty Code.
- C. Directed:
  - 1. Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by Architect, requested by Architect, and similar phrases.
- D. Furnish:
  - 1. Means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- E. Indicated:
  - 1. Refers to graphic representations, notes, or schedules in Drawings; or to other paragraphs or schedules in Specifications and similar requirements in Contract Documents.
  - 2. Terms such as "shown," "noted," "scheduled," and "specified" are used to help user locate reference. Location is not limited.
- F. Install:
  - 1. Describes operations at Project site including actual unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- G. Installer:
  - 1. Contractor or another entity engaged by Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations.
  - 2. Installers are required to be experienced in operations they are engaged to perform.
  - 3. Term "experienced" when used with term "installer" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- H. Owner: Means owner of project or his agent when applicable.
- I. Product:
  - 1. Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result.
  - 2. Products may be new, never before used, or re-used materials or equipment.
- J. Project Manual:
  - 1. Book-sized volume that includes procurement requirements (if any), contracting requirements, and specifications.
- K. Project site:

1. Space available to Contractor for performing construction activities, either exclusively or in conjunction with others performing other work as part of Project.
- L. Provide:
  1. Means to furnish and install, complete and ready for intended use.
- M. Regulations:
  1. Includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within construction industry that control performance of Work.
- N. Testing Agencies:
  1. Independent entities engaged to perform specific inspections or tests, either at Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

### **1.03 PROJECT MANUAL**

- A. Divisions in Project Manual conform roughly to customary trade practice.
  1. This is done for convenience and shall not relieve Contractor of responsibility of furnishing every item indicated or specified whether properly segregated or not.
- B. No responsibility will be assumed by Owner or Architect for omission or duplications by Contractor in completion of contract due to arrangement of material in Project Manual.

### **1.04 QUALITY ASSURANCE**

- A. For products or workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue specified in the individual specification sections, except where a specific date is established by applicable code.
- C. Should specified reference standards conflict with Contract Documents, request clarification from the Architect before proceeding.

### **1.05 REFERENCES AND STANDARDS**

- A. Minimum Quantity or Quality Levels: Quantity or quality level shown or specified shall be minimum provided or performed.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.

### **1.06 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

- A. In event of conflict or discrepancy among the Contract Documents, interpretations will be based on the following priorities:
  1. Agreement.
  2. Addenda, with those of later date having precedence over those of earlier date.
  3. Supplementary Conditions.
  4. General Conditions of the Contracts.
  5. Schedules.
  6. Drawings and Specifications:
    - a. In the case of inconsistency between Drawings and Specifications or within either Document not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.
    - b. Large Scale Drawings.
    - c. Small Scale Drawings.
  7. Dimension numbers written on Drawings prevail and take precedence over Dimensions scaled from Drawings.

**1.07 SPECIFICATION FORMAT AND CONTENT EXPLANATION (MF04)**

- A. Divisions in Project Manual conform CSI MasterFormat 2004 and roughly to customary trade Work Results.
- B. MasterFormat 2004 edition numbering revision explained:
  - 1. One of the most significant changes in the MasterFormat 2004 Edition is the adoption of a six-digit numbering system in place of the familiar five-digit system that has been used in MasterFormat since the 1978 edition.
  - 2. MasterFormat 2004 six-digit numbering system provides exponentially more expansion spaces per level than the five-digit system, all but eliminating concerns about future expansion.
- C. MasterFormat 2004 Section Format is as follows:
  - 1. MasterFormat 2004 has adopted a six-digit numbering system in place of the familiar five-digit system that has been used in MasterFormat since the 1978 edition.
  - 2. Section Format numbering system of 11 22 33 is used in this specification. Other Section Format numbering systems that maybe used by consultants are 11 2233 or 112233. In all cases the numbering system shall be deemed the same and interchangeable within the Project Manual.
- D. MasterFormat 2004 numbering system use is encouraged for all parties. If using previous version of MasterFormat in submittals or application for payment, then use the following format:
  - 1. 00 11 22(01122), where the MasterFormat 2004 number is used first, followed by the old five-digest MasterFormat-95 number in parentheses.
- E. Project Manual is done for convenience and shall not relieve Contractor of responsibility of furnishing every item indicated or specified whether segregated or not.
- F. No responsibility will be assumed by Owner or Architect for omission or duplications by Contractor in completion of contract due to arrangement of material in Project Manual.
- G. Specification Content:
  - 1. Abbreviated Language:
    - a. Language used in Specifications and other Contract Documents is abbreviated.
    - b. Words and meanings shall be interpreted as appropriate.
    - c. Words implied, but not stated, shall be interpolated as sense requires.
    - d. Singular words shall be interpreted as plural, and plural words as singular, where applicable as context indicates.
  - 2. Imperative mood and streamlined language are generally used in Specifications.
    - a. Requirements expressed in imperative mood are to be preformed by Contractor.
    - b. Subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by Contractor, or by others when so noted.
    - c. Words "shall," "shall be," or "shall comply with," depending on context, are implied where a colon (:) is used within a sentence or phrase.

**END OF SECTION**

**SECTION 01 50 00**  
**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary telephone service.
- D. Temporary sanitary facilities.
- E. Temporary Controls: Barriers, enclosures, and fencing.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.
- H. Project identification sign.
- I. Field offices.

**1.02 REFERENCE STANDARDS**

- A. NFPA 10 - Standard for Portable Fire Extinguishers 2022.
- B. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations 2022, with Errata (2021).

**1.03 QUALITY ASSURANCE**

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to:
  - 1. Building code requirements.
  - 2. Health and safety regulations.
  - 3. Utility company regulations.
  - 4. Police and fire department rules.
  - 5. Environmental protection regulations.
- B. Standards: Comply with following:
  - 1. NFPA 241.
- C. Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70.
- D. Inspections:
  - 1. Arrange for authorities having jurisdiction to inspect and test each temporary utility before use.
  - 2. Obtain required certifications and permits.

**1.04 TEMPORARY UTILITIES**

- A. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes.
- B. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to type of fuel being consumed.
- C. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces.
  - 1. In other locations, provide hand-carried, portable, UL-rated, Class ABC dry-chemical extinguishers or a combination of extinguishers of NFPA recommended classes for exposures.

D. Temporary Fire Protection:

1. Install and maintain temporary fire protection facilities of types needed to protect against reasonably predictable and controllable fire losses until permanent fire protection facilities are operable.
2. Comply with NFPA 10 and NFPA 241.
3. Store combustible materials in containers in fire safe locations.
4. Maintain unobstructed access to fire protection equipment.
5. Provide supervision of welding operation, combustion type temporary heating units, and similar sources of fire ignition.

**1.05 TELECOMMUNICATIONS SERVICES**

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Telecommunications services shall include:
1. Windows-based personal computer dedicated to project telecommunications, with necessary software and laser printer.
  2. Telephone Land Lines: One line, minimum; one handset per line.
  3. Internet Connections: Minimum of one; DSL modem or faster.
    - a. Wireless Modem to cover entire project site.
  4. Email: Account/address reserved for project use.
  5. Facsimile Service: Minimum of one dedicated fax machine/printer, with dedicated phone line.
- C. Electronic correspondence: Contractor to set up phone lines and computers to facilitate electronic communications at job site.

**1.06 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Use of existing facilities is permitted.
- C. Wash Facilities:
1. Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up.
  2. Dispose of drainage properly. Supply cleaning compounds.
  3. Provide safety showers, eyewash fountains and similar facilities for safety and sanitation of personnel.
- D. Drinking Water Facilities:
1. Provide containerized tap-dispenser bottled-water type drinking water units.
- E. Maintain daily in clean and sanitary condition.
- F. At end of construction, return facilities to same or better condition as originally found.
- G. Rodent and Pest Control:
1. Retain an exterminator or pest control company to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests.
  2. Employ this service to perform extermination and control procedures at regular intervals so that Project will be free of pests and their residues at Substantial Completion.

**1.07 INTERIOR ENCLOSURES**

- A. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

**1.08 SECURITY**

- A. Coordinate with Owner's security program.

**1.09 VEHICULAR ACCESS AND PARKING**

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Coordinate with Owner for designated parking spaces in the existing building parking lot.

**1.10 WASTE REMOVAL**

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

**1.11 PROJECT IDENTIFICATION**

- A. Provide project identification sign of design and construction indicated on drawings.
- B. Prepare signs to provide directional information to construction personnel and visitors.
- C. No other signs are allowed without Owner permission except those required by law.

**1.12 FIELD OFFICES**

- A. Coordinate with Owner to locate temporary field office in the existing building.

**1.13 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.

**1.14 PROJECT CONDITIONS**

- A. Keep temporary services and facilities clean and neat in appearance.
- B. Operate in a safe and efficient manner.
- C. Relocate temporary services and facilities as Work progresses.
- D. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

**1.15 TERMINATION AND REMOVAL**

- A. Remove each temporary facility when need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion, unless otherwise requested by Owner or Architect.
- B. Materials and facilities that constitute temporary facilities are Contractor's property.
  - 1. Owner reserves right to take possession of Project identification signs.
- C. Substantial Completion: Clean and renovate permanent facilities used during construction period.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 60 00**  
**PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

**1.02 DEFINITIONS**

- A. Products: Items purchased for incorporation in Work.
  - 1. Term "product" includes terms "material," "equipment," "system," and terms of similar intent.
  - 2. "Named Products" are items identified by manufacturer's product name, including make or model number or other designation, listed in manufacturer's published product literature.
- B. The term; 'Basis of Design', is used when a single product or system has been researched by the Architect and incorporated into the drawings and project manual. Generally the attributes for the Basis of Design are very specific.
  - 1. Listed manufacturers that are not the Basis of Design must be compared to those specific attributes and demonstrate that the quality and performance is comparable to or exceeds the product or system specified as basis of design.
    - a. Provide a two column attitude chart comparing the Basis of Design product or system with submitted product or system.
- C. Materials: Products shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of Work.
- D. Equipment: Product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

**1.03 SUBMITTALS**

- A. Refer to General Terms and Conditions for additional information.
- B. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
  - 1. Submit within 15 days after date of Agreement.
  - 2. For products specified only by reference standards, list applicable reference standards.
- C. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Shop Drawing Submittals: Prepared specifically for this Project; Prepared specifically for this Project and are not a copy of the contract drawing set.
  - 1. Drawings to illustrate how the Contractor plans to meet the intent of contract's design requirements and explain fabrication and/or installation.
  - 2. Indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

**1.04 QUALITY ASSURANCE**

- A. Source Limitations: Provide products of same kind from a single source to fullest extent possible.
- B. Compatibility of Products: Contractor is responsible for providing products and construction methods that are compatible with products and construction methods, or products specified to with those selected products to be compatible.

**1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, and handle products according to manufacturer's recommendations.
- B. Schedule delivery to minimize long-term storage at site.
- C. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, or other losses.
- D. Deliver products to site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- E. Inspect products upon delivery to ensure compliance with Contract Documents and to ensure that products are undamaged and properly protected.
- F. Store products at site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- G. Store products subject to damage by weather above ground, under cover in a weathertight enclosure, and with ventilation adequate to prevent condensation.
  - 1. Maintain temperature and humidity within range required by manufacturer's instructions.

**PART 2 PRODUCTS**

**2.01 NEW PRODUCTS**

- A. Product Substitutions:
  - 1. Where products or manufacturers are named and accompanied by term equal, approved, or approved equal, comply with Product Substitution Procedures to obtain approval of an unnamed product.
- B. Provide new products unless specifically required or permitted by Contract Documents.
- C. Specified Standards, Codes, and Regulations: Where compliance with an imposed code, standard, or regulation is specified, provide a product that complies with that code, standard, or regulation
- D. Visual Matching:
  - 1. Where matching a sample, Architect's decision will be final on whether a proposed product matches satisfactorily.
- E. Visual Selection:
  - 1. Where product requirements include phrase ". . . as selected from manufacturer's standard colors, patterns, textures, .." or a similar phrase, Architect will select color, pattern, and texture from product line selected that complies with other specified requirements.
- F. Where other criteria are met, Contractor shall give preference to products that:
  - 1. If used on interior, have lower emissions, as defined in Section 01 61 16.
  - 2. If wet-applied, have lower VOC content, as defined in Section 01 61 16.

**2.02 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only:
  - 1. Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers:



1. Use a product of one of the manufacturers named and meeting specifications no options or substitutions allowed.
- C. Proprietary Specification Requirements:
  1. Single product or manufacturer is named, provide product indicated.
  2. No substitutions are permitted.
- D. Semi-proprietary Specification Requirements:
  1. Where two or more products or manufacturers are named, provide one of products indicated that complies with Specifications.
  2. No substitutions are permitted.
- E. Specified Standards, Codes, and Regulations: Where compliance with an imposed code, standard, or regulation is specified, provide a product that complies with that code, standard, or regulation.
- F. Inappropriate Product Selections:
  1. If Contractor believes specified product, method, or system is inappropriate for use, Contractor to notify Architect before performing Work in question.
    - a. Contractor to submit Product data and explain why product is inappropriate for use.
  2. If notice of objection is not received within 15 days of written notice, it will be assumed by Owner that Contractor agrees specified products, methods, and systems are appropriate for use in Project.

## **2.03 MAINTENANCE MATERIALS**

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION OF PRODUCTS**

- A. Comply with manufacturer's instructions and recommendations for installation of products in applications indicated.
  1. Anchor each product securely in place, accurately located and aligned with other Work.
  2. Clean exposed surfaces and protect as necessary from damage and deterioration.
- B. Should job conditions or specified requirements conflict with Manufacturers' instructions, consult Architect for further instructions.

### **3.02 SUBSTITUTION LIMITATIONS**

- A. Request for Substitutions shall be submitted to the Contractor for review and then submitted to Architect.
- B. Substitutions are considered only when proposed alternate is demonstrated as similar or greater value to what was specified. Address the following:
  1. The term; 'Basis of Design', is used when a single product or system has been researched by the Architect and incorporated into the drawings and project manual. Generally the attributes for the Basis of Design are very specific.
- C. Proposed Substitutions for Basis of Design must compare those specific attributes and demonstrate that the quality and performance is comparable to or exceeds the product or system specified.
  1. Provide a two column chart showing attributes for proposed substitution comparing those values to specified product or system.
  2. Provide a mark up of the design documents indicating how changes of proposed product or system will be required.

- D. Substitutions: Contractor proposals for changes in products, materials, equipment, and methods of construction required by Contract Documents made during bidding and after award of Contract are considered to be requests for substitution.
- E. Following are not considered to be requests for substitution for both Pre and Post Award:
  - 1. Revisions to Contract Documents requested by Owner or Architect.
  - 2. Specified Basis of Design options of products and construction methods included in Contract Documents.
  - 3. Contractor's determination of and compliance with regulations and orders issued by governing authorities.
- F. Substitutions received before execution of Contract will be processed as Addenda, if accepted, prior to execution of Contract, and thereafter included in Contract Documents.
- G. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without compliance with procedures outlined below, or when acceptance will require revision to the Contract Documents.
  - 1. Where manufacturers, products, or systems listed in Specifications are not followed with "or approved" or "Substitutions: Provide in accordance with requirements of Section 01 60 00" it is intended that substitutions are not permitted.
- H. Contractor's Responsibilities
  - 1. Contractor's responsibilities for substitution requests made after award of Contract are as follows:
    - a. Investigate proposed products and determine they are equal or superior in respects to products specified.
    - b. Provide same guarantee for accepted substitutions as for products specified.
    - c. Make changes in, and coordinate, Work as may be required to incorporate and install accepted substitutions.
    - d. Waive claims for additional costs which subsequently become apparent which are related to substitutions.
- I. Architect will consider request for substitutions no less than 10 working days prior to Bid Date, unless otherwise stipulated in Instructions to Bidders.
- J. Equality of different materials or products shall be determined by methods set forth in this Section.
  - 1. No product or material shall be arbitrarily presumed to be "equal" without having first been so judged by appropriate procedures.
  - 2. Provide comparison chart itemizing specified parts or components of specified and proposed substitutions.
    - a. First column of chart is the specified product, second column is proposed product. Each row is a specified attribute or important attribute to performance.
  - 3. Comparative analysis to be evaluated by Architect or Engineer approving substitution.
    - a. Architect will be sole judge of acceptability of any proposed substitution and decision is final.

### **3.03 SUBSTITUTIONS REQUESTED AFTER AWARD OF CONTRACT**

- A. Refer to General Terms and Conditions for additional information.
- B. Substitutions received after award of Contract: Requests for substitution received after award Contract will not be considered, except as a Contractor's Request for Change.
  - 1. Architect will be sole judge of acceptability of any proposed substitution.
  - 2. Substitutions reviewed in this manner will be processed as Change Orders, if accepted.
- C. Architect will receive and consider Contractor's request for substitution after award of Contract when one or more of following conditions are satisfied, as determined by Architect. If following conditions are not met, Architect will return requests without action except to record noncompliance with these requirements.
  - 1. Specified product cannot be provided within Contract time.

- a. Architect will not consider request of products that: cannot be provided as a result of failure to pursue product promptly or coordinate activities properly.
  2. Specified product cannot receive necessary approval by a governing authority, and requested substitution can be approved.
  3. Specified product cannot be coordinated with other materials and Contractor certifies that proposed substitution can be coordinated.
  4. Specified product cannot provide required warranty and Contractor certifies that proposed substitution provides warranty.
  5. Requested substitution offers Owner a substantial advantage in cost and/or time after deducting additional Owner's cost of compensation to Architect for redesign and evaluation services, increased cost of other construction, and similar considerations.
- D. Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.
- E. Substitution Submittal Procedure (after contract award):
1. Submit electronic copy of request for substitution for consideration. Limit each request to one proposed substitution.
    - a. Provide specific conditions that substitution is requested as denoted above.
    - b. Submit request for approval of a substitution on Substitution Request Form, copy included at end of this Section.

### **3.04 TRANSPORTATION AND HANDLING**

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### **3.05 STORAGE AND PROTECTION**

- A. Schedule delivery to minimize long-term storage at site.
- B. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.
- C. Store and protect products in accordance with manufacturers' instructions.
- D. Store with seals and labels intact and legible.
- E. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- F. For exterior storage of fabricated products, place on sloped supports above ground.
- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other

contaminants.

- H. Comply with manufacturer's warranty conditions, if any.
- I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
  - 1. Maintain temperature and humidity within range required by manufacturer's instructions.
- J. Prevent contact with material that may cause corrosion, discoloration, or staining.
- K. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- L. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**

**TO:** \_\_\_\_\_

—

**PROJECT:** \_\_\_\_\_

—

**SPECIFIED ITEM:** \_\_\_\_\_

**SECTION** \_\_\_\_\_ **PAGE** \_\_\_\_\_ **PARAGRAPH** \_\_\_\_\_

**DESCRIPTION:** \_\_\_\_\_

**PROPOSED SUBSTITUTION**

**ATTACHED DATA INCLUDES PRODUCT DESCRIPTION, SPECIFICATIONS, DRAWINGS, PHOTOGRAPHS, PERFORMANCE AND TEST DATA ADEQUATE FOR EVALUATION OF REQUEST INCLUDING IDENTIFICATION OF APPLICABLE DATA PORTIONS.**

**ATTACHED DATA ALSO INCLUDES DESCRIPTION OF CHANGES TO CONTRACT DOCUMENTS AND PROPOSED SUBSTITUTION REQUIRES FOR PROPER INSTALLATION**

**UNDERSIGNED CERTIFIES FOLLOWING ITEMS, UNLESS MODIFIED BY ATTACHMENTS, ARE CORRECT:**

- 1. PROPOSED SUBSTITUTION DOES NOT AFFECT DIMENSIONS SHOWN ON DRAWINGS.**
- 2. UNDERSIGNED PAYS FOR CHANGES TO BUILDING DESIGN, INCLUDING ENGINEERING DESIGN, DETAILING, AND CONSTRUCTION COSTS CAUSED BY PROPOSED SUBSTITUTION.**
- 3. PROPOSED SUBSTITUTION HAS NO ADVERSE EFFECT ON OTHER TRADES, CONSTRUCTION SCHEDULE, OR SPECIFIED WARRANTY REQUIREMENTS.**
- 4. MAINTENANCE AND SERVICE PARTS AVAILABLE LOCALLY OR READILY OBTAINABLE FOR PROPOSED SUBSTITUTION.**

**UNDERSIGNED FURTHER CERTIFIES FUNCTION, APPEARANCE, AND QUALITY OF PROPOSED SUBSTITUTIONS ARE EQUIVALENT OR SUPERIOR TO SPECIFIED ITEM.**

**UNDERSIGNED AGREES TO TERMS AND CONDITIONS FOR SUBSTITUTIONS FOUND IN BIDDING DOCUMENTS TO THIS PROPOSED SUBSTITUTION.**

**SUBMITTED BY:**

\_\_\_\_\_  
**NAME (PRINTED OR TYPED)      GENERAL CONTRACTOR (IF AFTER AWARD OF CONTRACT)**

**SIGNATURE:** \_\_\_\_\_ **FOR USE BY**  
**A/E** \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_ **\_\_\_ APPROVED**  
**\_\_\_ APPROVED AS NOTED**

**ADDRESS:** \_\_\_\_\_ **\_\_\_ NOT APPROVED**  
**\_\_\_ RECEIVED TOO LATE**

**CITY, STATE, ZIP:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**TEL:** \_\_\_\_\_ **REMARKS:** \_\_\_\_\_

**SECTION 01 70 00**  
**EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Pre-installation meetings.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Demonstration and instruction of Owner personnel.
- H. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- I. General requirements for maintenance service.

**1.02 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
  - 1. On request, submit documentation verifying accuracy of survey work.
  - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
  - 3. Submit surveys and survey logs for the project record.
- C. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
  - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences. Include design drawings and calculations for bracing and shoring.
  - 2. Identify demolition firm and submit qualifications.
  - 3. Include a summary of safety procedures.
- D. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate Contractor.
- E. Project Record Documents: Accurately record actual locations of capped and active utilities.

**1.03 PROJECT CONDITIONS**

- A. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere.
- B. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- C. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.



## **PART 2 PRODUCTS**

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

#### **3.02 PREPARATION**

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

#### **3.03 PREINSTALLATION MEETINGS**

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  - 1. Review conditions of examination, preparation and installation procedures.
  - 2. Review coordination with related work.
- E. Record minutes and distribute copies within ten days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

#### **3.04 GENERAL INSTALLATION REQUIREMENTS**

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

#### **3.05 CUTTING AND PATCHING - SEE SECTION 01 73 29.**

#### **3.06 PROGRESS CLEANING**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

**3.07 PROTECTION OF INSTALLED WORK**

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

**3.08 SYSTEM STARTUP**

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- G. Submit a written report that equipment or system has been properly installed and is functioning correctly.

**3.09 DEMONSTRATION AND INSTRUCTION**

- A. See Section 01 79 00 - Demonstration and Training.
- B. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.

**3.10 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

**3.11 FINAL CLEANING**

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.

- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

**3.12 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.
  - 1. Provide copies to Architect and Owner.
- B. Accompany Project Coordinator on preliminary observation to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion observation.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion observation.
- E. Conduct Substantial Completion observation and create Final Correction Punch List containing Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final observation.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

**3.13 MAINTENANCE**

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

**END OF SECTION**

**SECTION 01 73 29**  
**CUTTING AND PATCHING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Requirements for cutting, fitting, and patching of Work required to:
  - 1. Make several parts fit properly.
  - 2. Uncover work to provide for installing, inspecting, or both, of ill-timed work.
  - 3. Remove and replace work not conforming to requirements of Contract Documents.
  - 4. Remove and replace defective work.

**1.02 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Written Proposal: Where cutting and patching involves structural elements, submit proposal describing procedures. Include following information in proposal:
  - 1. Describe extent of cutting and patching required, how it will be performed, and why it cannot be avoided.
  - 2. Indicate changes to structural elements, and changes in appearance of visual elements. Include structural calculations.
  - 3. List products proposed for use and entities that will perform the Work.
  - 4. Indicate dates that work will be performed, duration of Work, and when work will be uncovered for Architect's observation.
  - 5. List utilities that cutting and patching work will affect.
  - 6. Submit cost estimate and secure Architect's approval of cost estimate and type of reimbursement before proceeding with cutting and patching

**1.03 QUALITY ASSURANCE**

- A. Structural Work:
  - 1. Do not cut and patch structural elements in a manner that would change their load carrying capacity or load deflection ratio.
  - 2. Obtain approval before cutting and patching structural elements.
- B. Do not cut and patch operating elements in a manner that would reduce their capacity to perform as intended, cause increased maintenance, or decreased operational life or safety.
- C. Do not cut and patch exposed elements of construction that in Architect's opinion would reduce visual aesthetic qualities, or result in visual evidence of cutting and patching.
  - 1. Remove and replace construction cut and patched in a visually unacceptable manner.

**1.04 WARRANTY**

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Cut and patch construction using methods and with materials in such a manner as to not void any warranties required or existing.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Use new materials identical to existing materials.
- B. Exposed surfaces: Where identical materials are not available, use materials that visually match existing adjacent surfaces as nearly as possible.
- C. Use materials whose installed performance is equal or better to that of existing materials.

### **PART 3 EXECUTION**

#### **3.01 INSPECTION**

- A. Inspect existing conditions, including elements subject to movement or damage during cutting, excavating, patching, and backfilling.
- B. After uncovering Work, inspect conditions affecting installation of new Work.
- C. Discrepancies: If uncovered conditions are not as anticipated, immediately notify Architect and secure direction before proceeding further.
  - 1. Do not proceed until unsatisfactory conditions are corrected.

#### **3.02 PREPARATION**

- A. Provide temporary support of work to be cut, including shoring and bracing as required to maintain structural integrity of Work.
- B. Protect existing construction during cutting and patching to prevent damage.

#### **3.03 PERFORMANCE**

- A. Use skilled workers trained and experienced in necessary crafts and familiar with requirements and methods required to restore surfaces to their original condition.
- B. Perform excavating and backfilling in accordance with applicable requirements of Division 2 Sections of these Specifications.
- C. Provide dust proof barriers where necessary to protect existing surfaces.

#### **3.04 CUTTING**

- A. Execute cutting and patching including excavation and fill to complete the work, to uncover work in order to install improperly sequenced work, to remove and replace defective or non-conforming work, to remove samples of installed work for testing when requested, to provide openings in the work for penetration of mechanical and electrical work, to execute patching to complement adjacent work, and to fit products together to integrate with other work.
- B. Execute work by methods to avoid damage to other work, and which will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- C. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- D. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- E. When masonry construction must be pierced, furnish and install a steel pipe sleeve in opening and grout in place neatly.
  - 1. Leave grout surface to match existing finish.
  - 2. Fabricate sleeve one inch in diameter larger than pipe or insulation.
  - 3. Back and caulk between sleeve and pipe with waterproof sealant.
  - 4. At penetrations of fire-resistant rated walls, partitions, ceiling, or floor construction: Seal voids with fire-resistant rated materials as require to maintain assembly of fire-resistant rating of penetrated element, or as required by Building Code.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- I. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

- J. Make neat transitions. Patch work to match adjacent work in texture and appearance. Where new work abuts or aligns with existing, perform a smooth and even transition.
- K. Patch or replace surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. Repair substrate prior to patching finish. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

**3.05 PATCHING**

- A. Restore work with new products in accordance with requirements of Contract Documents.
  - 1. Perform fitting and adjusting of products to provide a finished installation complying with tolerances and finishes specified for type of construction involved.
  - 2. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- B. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- C. Refinish surfaces to match existing adjacent finish, patching with seams that are durable and as invisible as possible.
  - 1. Where possible, inspect and test patched area to demonstrate integrity of seam.
  - 2. For continuous surfaces, refinish to nearest intersection or natural break.
  - 3. For assembly, refinish entire unit.
  - 4. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining work in manner that will eliminate evidence of patching and refinishing.
- D. Make neat transitions. Patch work to match adjacent work in texture and appearance. Where new work abuts or aligns with existing, perform a smooth and even transition.
- E. Patch or replace surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. Repair substrate prior to patching finish. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.
- F. Where replacement of equipment and fixtures is required, restore existing plumbing, heating, ventilation, air-conditioning, electrical, and similar systems to full operational condition.
- G. When finished surfaces are cut so that smooth transition with existing or new work is not possible, submit to Architect, for approval, recommendation for terminating surface along straight line at natural line of division.
  - 1. Where change of plane of 1/4 inch or more occurs, submit to Architect, for approval, recommendation for providing smooth transition.

**3.06 CLEANING**

- A. Clean areas and spaces where cutting and patching work is performed.

**END OF SECTION**

## SECTION 01 74 19

### CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

#### PART 1 GENERAL

##### 1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
  - 1. Aluminum and plastic beverage containers.
  - 2. Corrugated cardboard.
  - 3. Wood pallets.
  - 4. Clean dimensional wood.
  - 5. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
  - 6. Glass.
  - 7. Gypsum drywall and plaster.
  - 8. Plastic buckets.
  - 9. Paint.
  - 10. Plastic sheeting.
  - 11. Windows, doors, and door hardware.
- E. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
- F. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.
- G. Methods of trash/waste disposal that are not acceptable are:
  - 1. Burning on the project site.
  - 2. Burying on the project site.
  - 3. Dumping or burying on other property, public or private.
  - 4. Other illegal dumping or burying.
- H. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

##### 1.02 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

### 1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Landfill Alternatives Proposal: Within 10 calendar days after receipt of Notice of Award of Bid, or prior to any trash or waste removal, whichever occurs sooner, submit a projection of trash/waste that will require disposal and alternatives to landfilling, with net costs.
  - 1. Waste Management Plan: Submit draft plan with landfill alternatives as outlined herein.
- C. Waste Management Plan: Include the following information:
  - 1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
  - 2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).
  - 3. Landfill Alternatives: List all waste materials that will be diverted from landfills by reuse, salvage, or recycling.
  - 4. Meetings: Describe regular meetings to be held to address waste prevention, reduction, recycling, salvage, reuse, and disposal.
  - 5. Materials Handling Procedures: Describe the means by which materials to be diverted from landfills will be protected from contamination and prepared for acceptance by designated facilities; include separation procedures for recyclables, storage, and packaging.
  - 6. Transportation: Identify the destination and means of transportation of materials to be recycled; i.e. whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler.
  - 7. Source Reduction: List processes that minimize waste such as working with suppliers to take back or buy back substandard, rejected or unused items and to deliver supplies using returnable pallets and containers. Also include procedures to minimize breakage, mishandling, contamination, and other factors that reduce job site waste.
  - 8. Meetings: A description of regular meetings to be held to address waste management.



9. Indicate any instance where compliance with requirements of this specification does not appear to be possible and request resolution from the Owner and Architect.
- D. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
  1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
  2. Submit Report on a form acceptable to Owner.
  3. Landfill Disposal: Include the following information:
    - a. Identification of material.
    - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
    - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
    - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
  4. Incinerator Disposal: Include the following information:
    - a. Identification of material.
    - b. Amount, in tons or cubic yards, of trash/waste material from the project delivered to incinerators.
    - c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
    - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
  5. Recycled and Salvaged Materials: Include the following information for each:
    - a. Identification of material, including those retrieved by installer for use on other projects.
    - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
    - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
    - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
    - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
  6. Material Reused on Project: Include the following information for each:
    - a. Identification of material and how it was used in the project.
    - b. Amount, in tons or cubic yards.
    - c. Include weight tickets as evidence of quantity.
  7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

## **PART 2 PRODUCTS**

### **2.01 PRODUCT SUBSTITUTIONS**

- A. See Section 01 60 00 - Product Requirements for substitution submission procedures.
- B. For each proposed product substitution, submit the following information in addition to requirements specified in Section 01 60 00:
  1. Relative amount of waste produced, compared to specified product.
  2. Cost savings on waste disposal, compared to specified product, to be deducted from the Contract Sum.
  3. Proposed disposal method for waste product.
  4. Markets for recycled waste product.

### **PART 3 EXECUTION**

#### **3.01 WASTE MANAGEMENT PROCEDURES**

- A. See Section 01 20 00 - Price and Payment Procedures: Payment procedures.
  - 1. Submit with each Application for Progress Payment a Summary of Waste Generated by the Project.
  - 2. Failure to submit this information shall render the Application for Payment incomplete and shall delay Progress Payment.
  - 3. Summary shall be submitted on a form acceptable to the Owner and shall contain the following information:
    - a. Amount of waste (in tons) landfilled from the Project, the identity of the transfer station/landfill, the total amount of tipping fees paid at the landfill, the transportation cost, and the total disposal cost. Include manifests, weight tickets, receipts, and invoices.
    - b. For each material recycled, reused, or salvaged from the Project, the amount (in tons), the date removed from the jobsite, the receiving party, the transportation cost, the amount of any money paid or received for the recycled or salvaged material, and the net total cost or savings of salvage or recycling each material. Attach manifests, weight tickets, receipts, and invoices.

#### **3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION**

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- C. Meetings: Discuss trash/waste management goals and issues at project meetings.
  - 1. Conduct Construction Waste Management meetings.
  - 2. Include subcontractors affected by the Waste Management Plan as well as Owner designated representative(s).
  - 3. Preconstruction meeting.
  - 4. Regular job-site meetings.
- D. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
  - 1. As a minimum, provide:
    - a. Separate area for storage of materials to be reused on-site, such as wood cut-offs for blocking.
    - b. Separate dumpsters for each category of recyclable.
    - c. Recycling bins at worker lunch area.
  - 2. Provide containers as required.
  - 3. Provide adequate space for pick-up and delivery and convenience to subcontractors.
  - 4. If an enclosed area is not provided, clearly lay out and label a specific area on-site.
  - 5. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- E. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- F. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- G. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.

H. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

**END OF SECTION**

**SECTION 01 78 00**  
**CLOSEOUT SUBMITTALS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. As-Constructed Record Documents.
- B. Operation and maintenance data.
- C. Warranties and bonds.
- D. Inspection procedures

**1.02 DEFINITIONS:**

- A. As-Constructed Record Documents: Record documents based on information the Contractor provides under the contract for construction to the Owner. Architect is not responsible for the accuracy or completeness of the As-Constructed Record Documents.

**1.03 SUBMITTALS**

- A. As-Constructed Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
  - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
  - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 SUBSTANTIAL COMPLETION**

- A. Prior to requesting inspection for certification of Substantial Completion, complete following.
  - 1. In Application for Payment that coincides with, or first follows, date of Substantial Completion is claimed, show 100 percent completion for portion of Work claimed as substantially complete.
    - a. Include supporting documentation for completion as indicated in these Contract Documents.
    - b. If 100 percent cannot be shown, include a list of incomplete items, value of incomplete construction, and reasons Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases enabling Owner unrestricted use of Work and access to services and utilities.

- a. Include occupancy permits.
  5. Submit:
    - a. As-Constructed Record Drawings
    - b. As-Constructed Record Specifications
    - c. Maintenance manuals
    - d. Final project photographs
    - e. Damage or settlement surveys
    - f. Property surveys
    - g. Other final record information.
  6. Deliver tools, spare parts, extra stock, and similar items.
  7. Make final changeover of permanent locks and transmit keys to Owner.
    - a. Advise Owner's personnel of changeover in security provisions.
  8. Complete startup testing of systems and instruction to Owner's operation and maintenance personnel.
  9. Discontinue and remove temporary facilities from site, along with mockups, construction tools, and similar elements.
  10. Complete final cleanup requirements.
  11. Touch up and otherwise repair and restore marred, exposed finishes, including touchup painting.
- B. Inspection Procedures:
1. On receipt from contractor a written request for inspection with certification the project is substantially complete and a deficiency list, Architect will proceed with an inspection or advise Contractor of unfilled requirements.
    - a. Architect shall prepare a deficiency list within seven calendar days.
  2. Architect will prepare Certificate of Substantial Completion following inspection or advise Contractor of construction that must be completed or corrected before certificate can be issued.
    - a. Architect will reinspect once when requested with assurance that punch list and Work is substantially complete.
    - b. Results of completed inspection will form basis of requirements for Final Acceptance.
  3. Owner will allow Contractor no longer than 30 calendar days from Date of Substantial Completion to remedy deficiencies.

### 3.02 FINAL ACCEPTANCE

- A. Prior to requesting final inspection for certification of final acceptance and final payment, submit following:
1. Final payment request with releases, including insurance certificates for products and systems where applicable.
  2. Updated final statement accounting for final additional changes to Contract Sum.
    - a. Architect will prepare a final Change Order after final acceptance showing adjustments to Contract Sum which were not made previously by Change Orders.
  3. Certified copy of Architect's final inspection list of items to be completed or corrected, endorsed and dated by Architect.
    - a. Certification to state each item has been completed or corrected or otherwise resolved for acceptance.
  4. Consent of Surety to Final Payment.
  5. Evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Reinspection Procedure:
1. Architect will reinspect to verify status of completion upon receipt of notice that Work, including list of items from earlier inspection, has been completed.
    - a. Indicate items for which completion is delayed under circumstances acceptable to Owner and Architect.

2. If Work is found to be complete following final inspection, Architect will issue a certificate of final acceptance.
3. Should Architect and Owner determine that Work is incomplete or defective:
  - a. Architect will promptly notify Contractor, in writing, listing incomplete or defective Work.
  - b. Contractor to remedy deficiencies promptly, and notify Architect when ready for reinspection.

### **3.03 AS-CONSTRUCTED PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work and identify as AS-CONSTRUCTED RECORD DOCUMENTS - PROJECT SET:
  1. Drawings.
  2. Specifications.
  3. Addenda.
  4. Change Orders and other modifications to the Contract.
  5. Reviewed shop drawings, product data, and samples.
  6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Mark Drawings to show actual installation and construction where construction varies substantially from Work as shown.
  1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe change by graphic line and note.
  2. Date entries, and note related Change Order numbers where applicable.
  3. Call attention to entries by a "cloud" drawn around areas affected.
  4. Where overlapping changes occur, mark with different colors.
- C. Conversion of schematic layouts:
  1. Design of future modifications of facility may require accurate information as to final physical layout of items which are shown schematically on Drawings.
  2. Show on Project set of Record Drawings, by dimension accurate to within one inch, centerline of each run of items shown schematically on Drawings. Clearly identify item by accurate note such as "cast iron drain", "galv. water", and like. Show, by symbol or note, vertical location of item ("under slab", "in ceiling plenum", "exposed", and like). Relate by identification descriptive to Specifications
- D. Ensure entries are complete and accurate, enabling future reference by Owner.
- E. Store record documents separate from documents used for construction.
- F. Record information concurrent with construction progress.
- G. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  1. Manufacturer's name and product model and number.
  2. Show changes in actual Work performed in comparison with Specification text.
  3. Product substitutions or alternates utilized.
- H. As-Constructed Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
  1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  2. Field changes of dimension and detail.
  3. Details not on original Contract drawings.
- I. Final As-Constructed Record Documents: Prior to request for Substantial Completion, secure from Architect at no charge to Contractor electronic documents (DWG, PDF, WORD or EXCEL) .
  1. Carefully transfer change data shown on Project set of Record Documents electronic copy, coordinating changes as required.

2. Clearly indicate at each affected detail and other drawings a full description of changes made during construction, and actual location of items.
  3. Show final location of electrical junction boxes and outlets, telephone and data outlets, supply and return registers, and like.
  4. Call attention to entries by a "cloud" drawn around areas affected.
  5. Make changes neatly, consistently, and with proper media to assure longevity and clear reproduction.
- J. Electronic Files:
1. Delivery Medium: USB thumb drive.
  2. Provide record drawings in DWG format.
  3. File Naming: Include project identification and sheet identification.
    - a. Maintain sheet layer system and make separate layers for record document items.
  4. Individual files to be bind together.

### **3.04 OPERATION AND MAINTENANCE DATA**

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

### **3.05 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES**

- A. For Each Product, Applied Material, and Finish:
  1. Product data, with catalog number, size, composition, and color and texture designations.
  2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

### **3.06 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS**

- A. For Each Item of Equipment and Each System:
  1. Description of unit or system, and component parts.
  2. Identify function, normal operating characteristics, and limiting conditions.
  3. Include performance curves, with engineering data and tests.
  4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Additional Requirements: As specified in individual product specification sections.

**3.07 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS**

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- K. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
  - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
  - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
    - a. Significant design criteria.
    - b. List of equipment.
    - c. Parts list for each component.
  - 3. Part 3: Project documents and certificates, including the following:
    - a. Shop drawings and product data.



- L. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.
- M. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect, Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

**3.08 WARRANTIES AND BONDS**

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

**END OF SECTION**

**SECTION 01 79 00**  
**DEMONSTRATION AND TRAINING**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Demonstration of products and systems to be commissioned and where indicated in specific specification sections.
- B. Training of Owner personnel in operation and maintenance is required for:
  - 1. All software-operated systems.
  - 2. HVAC systems and equipment.
  - 3. Plumbing equipment.
  - 4. Electrical systems and equipment.
- C. Training of Owner personnel in care, cleaning, maintenance, and repair is required for:
  - 1. Roofing, waterproofing, and other weather-exposed or moisture protection products.
  - 2. Finishes, including flooring, wall finishes, ceiling finishes.
  - 3. Fixtures and fittings.
  - 4. Items specified in individual product Sections.

**1.02 SUBMITTALS**

- A. Draft Training Plans: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
  - 1. Submit to Architect for transmittal to Owner.
  - 2. Submit not less than four weeks prior to start of training.
  - 3. Provide an overall schedule showing all training sessions.
  - 4. Include at least the following for each training session:
    - a. Identification, date, time, and duration.
    - b. Description of products and/or systems to be covered.
    - c. Name of firm and person conducting training; include qualifications.
    - d. Intended audience, such as job description.
    - e. Objectives of training and suggested methods of ensuring adequate training.
    - f. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.
- B. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
  - 1. Include applicable portion of O&M manuals.
  - 2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
  - 3. Provide one extra copy of each training manual to be included with operation and maintenance data.

**1.03 QUALITY ASSURANCE**

- A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
  - 1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
  - 2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

## **PART 2 PRODUCTS - NOT USED**

### **PART 3 EXECUTION**

#### **3.01 DEMONSTRATION - GENERAL**

- A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.
- B. Demonstrations conducted during Functional Testing need not be repeated unless Owner personnel training is specified.
- C. Demonstration may be combined with Owner personnel training if applicable.
- D. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
  - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.
  - 2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- E. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
  - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.

#### **3.02 TRAINING - GENERAL**

- A. Commissioning Authority will prepare the Training Plan based on draft plans submitted.
- B. Conduct training on-site unless otherwise indicated.
- C. Owner will provide classroom and seating at no cost to Contractor.
- D. Do not start training until Functional Testing is complete, unless otherwise specified or approved by the Commissioning Authority.
- E. The Commissioning Authority is responsible for determining that the training was satisfactorily completed and will provide approval forms.
- F. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner.
- G. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
  - 1. The location of the O&M manuals and procedures for use and preservation; backup copies.
  - 2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
  - 3. Typical uses of the O&M manuals.
- H. Product- and System-Specific Training:
  - 1. Review the applicable O&M manuals.
  - 2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
  - 3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
  - 4. Provide hands-on training on all operational modes possible and preventive maintenance.
  - 5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
  - 6. Discuss common troubleshooting problems and solutions.
  - 7. Discuss any peculiarities of equipment installation or operation.
  - 8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.

9. Review recommended tools and spare parts inventory suggestions of manufacturers.
  10. Review spare parts and tools required to be furnished by Contractor.
  11. Review spare parts suppliers and sources and procurement procedures.
- I. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

**END OF SECTION**

**SECTION 01 84 19**  
**ACOUSTICAL PERFORMANCE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Performance requirements for party walls, corridors, windows, doors, floor/ceiling assemblies, and equipment noise.

**1.02 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. See related sections specified for submittal requirements.
- C. Product Data Submittals: Submit manufacturer's standard published data for acoustical requirements. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Certificates: Certify that products of this section meet or exceed specified requirements.

**1.03 MOCK-UP**

- A. Locate where directed.
- B. Mock-up may remain as part of the Work.

**PART 2 PRODUCTS**

**2.01 PERFORMANCE REQUIREMENTS**

- A. Party Walls: STC 55+.
- B. Corridor Walls: STC 50+.
- C. Windows: OITC: 27+.
- D. Floor Ceiling Systems:
  - 1. STC 55+.
  - 2. IIC: 55+.
- E. Entry Doors:
  - 1. Fin type seals or ribbed sponge neoprene and automatic door bottom (surface mounted).
  - 2. STC: 35+.
- F. Background Noise Criterion (NC) in units: NC 35
- G. Equipment Noise:
  - 1. Unit Heat Pumps:
    - a. Isolate fan coil units with spring isolation hangers.
    - b. Supply and Return air duct to be internally lined and include at least one elbow to reduce fan noise.
    - c. Install 2-inch batt insulation below fan coil unit in bathroom spaces.
    - d. Select manufacturer's quiet options for fan systems and cabinet.
  - 2. Pumps: isolate on inertia base with spring isolators.
- H. Plumbing:
  - 1. Use cast iron waste lines
  - 2. Isolate attachments to structure with neoprene isolators
  - 3. Insulate around pipes

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Contractor to verify that acoustical assemblies are compliance with the contract documents.

**3.02 FIELD QUALITY CONTROL**

- A. Perform field inspection and testing in accordance with Section 01 4000.
- B. See individual specification sections for testing required.

**END OF SECTION**