

**COVERSHEET  
BXWA DOCUMENTS**



**Project Name**

Police Facilities Upgrades  
Project # FAC 2024-0315

**Contractor  
Name**

Viking Construction Group

**Bid Opening  
Date**

5/28/2024

**City Clerk's  
Digital  
Certification  
Stamp**



**CITY OF EVERETT, WASHINGTON  
SPECIFICATIONS, PROPOSAL AND CONTRACT DOCUMENTS FOR**

**Police Facilities Upgrades  
Project # FAC 2024-0315**

**NOTICE TO CONTRACTORS**

**ADVERTISEMENT FOR BIDS**

Notice is hereby given that sealed bids for the **Police Facilities Upgrades** will be received at the office of the City Clerk, 1<sup>ST</sup> Floor Everett Municipal Building, 2930 Wetmore, Everett, WA, 98201, until **2:00 p.m. on Tuesday, May 7, 2024**. At the appointed time, all bids will be opened and read aloud publicly via live streaming, or bidders may attend the bid opening in person at 2930 Wetmore Ave, Suite 9E, Everett, WA 98201. The link to view the live streaming bid opening can be found at: <https://everettwa.gov/319/Procurement>. The engineer's estimate for this Project is **\$400,000**.

Work being performed includes, but is not limited to, furnishing all labor, materials and equipment necessary to perform Tenant Improvement Work at two locations commonly referred to as South Precinct and Downtown Police Headquarters. Work at South Precinct includes extensive interior upgrades to two Locker Rooms, and at Downtown Police Headquarters there will be targeted demolition to reconfigure several interior office spaces, and reconfiguration and finish upgrades to a conference room and the Forensic Investigation Unit and performing all Work as required by the Contract Documents.

Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to [www.bxwa.com](http://www.bxwa.com) and clicking on "Posted Projects", "Public Works", and "City of Everett". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration.

All bids must be made upon the City forms provided for this purpose and must be accompanied by a bid bond or certified check or cashier's check in an amount not less than five percent (5%) of the total amount of the Bid, all as set forth in the Contract Documents. One hundred percent (100%) Payment and Performance Bonds will be required of the successful Bidder to guarantee faithful performance of the contract.

The City reserves the right to reject any and all bids and to waive any irregularities or informalities. No Bidder may withdraw its Bid after the hour set for the opening thereof, except as may be provided in the Contract Documents. The City further reserves the right to make the bid award as deemed in the best interest of the City. The right is reserved by the City to postpone the award for a period of forty-five (45) days after bid opening.

The Contractor will be required to comply with all local, State, and Federal laws and regulations pertaining to equal employment opportunities.

**The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.**

By order of the City Council, Everett, Washington.

Dated at Everett, Washington.

OFFICE OF THE CITY CLERK

# **Police Facilities Upgrades Project: FAC 2024-0315**

## **PROJECT MANUAL**



Parks & Facilities  
802 E Mukilteo Blvd., Suite 100  
Everett, WA 98203  
Office: 425.257.6290

**Date: March 15, 2024**

Project Architect:

Adam Clark  
2812 Architecture

**SECTION 00 00 01 - CONTACT LIST**

## Participants

---

<b>Owner</b>	City of Everett – Parks & Facilities 802 E. Mukilteo Boulevard, Suite 100 Everett, WA 98203 Joan Olsen, Project Manager	Phone: 425.257.6294
--------------	--	---------------------

---

<b>Architect</b>	2812 Architecture Adam Clark	Phone: 425.252.2153
------------------	---------------------------------	---------------------

---

**END OF SECTION 00 00 01**

**PROCUREMENT AND CONTRACTING DOCUMENTS GROUP****DIVISION 0: PROCUREMENT AND CONTRACTING REQUIREMENTS**

	Title Cover Page
00 01 10	Table of Contents
00 00 01	Contact List
00 11 13	Advertisement for Bids
00 21 13	Instructions to Bidders
00 25 13	Pre-Bid Meeting
00 41 13	Bid Form – Lump Sum
00 43 13	Bid Security Form
00 43 36	Proposed Subcontractor Form
00 45 19	Non-Collusion Affidavit
00 45 39	Minority Certification – RCW 35.22.65
00 52 13	Agreement Form (Contract)
00 61 13	Performance and Payment Bond
00 61 23	Retainage Bond Form
00 61 25	Retainage Escrow Agreement
00 63 25	Substitution Request Form
00 63 63	Change Order – Agreed
00 63 65	Change Order - Unilateral
00 65 19	Certificate of Completion Form
00 72 00	General Conditions
00 73 00	Special Conditions
00 73 43	Wage Rate Requirements

**SPECIFICATIONS GROUP****General Requirements Subgroup****DIVISION 01: GENERAL REQUIREMENTS**

01 11 00	Summary of Work
01 25 00	Substitution Procedures
01 26 00	Contract Modification Procedures
01 26 02	RFI Template
01 29 00	Payment Procedures
01 29 73	Schedule of Values
01 31 13	Project Coordination
01 31 19	Project Meetings
01 32 16	Construction Progress Schedule
01 33 00	Submittal Procedures
01 35 29	Health and Safety
01 35 53	Security Procedures
01 42 00	References
01 45 00	Quality Control
01 45 23	Testing and Inspection Services
01 50 00	Temporary Facilities and Controls

01 55 00	Vehicular Access and Parking
01 57 00	Temporary Controls
01 72 29	Cutting and Patching
01 74 19	Construction Waste and Disposal
01 74 23	Final Cleaning
01 77 00	Closeout Procedures
01 78 23	Operation and Maintenance Data
01 78 36	Warranties and Bonds
01 78 39	Project Record Documents

#### **Technical Construction Subgroup**

### **DIVISION 02: EXISTING CONDITIONS**

02 41 19	Selective Demolition
----------	----------------------

### **DIVISION 06: WOOD, PLASTICS AND COMPOSITES**

06 20 23	Interior Finish Carpentry
06 40 23	Interior Architectural Woodwork
06 41 16	Plastic-Laminate-Clad Architectural Cabinets

### **DIVISION 07: THERMAL AND MOISTURE PROTECTION**

07 21 00	Thermal Insulation
07 92 00	Joint Sealants

### **DIVISION 08: OPENINGS**

08 14 16	Flush Wood Doors
08 71 11	Door Hardware (Descriptive Specification)

### **DIVISION 09: FINISHES**

09 22 16	Non-Structural Metal Framing
09 29 00	Gypsum Board
09 30 13	Ceramic Tiling
09 51 23	Acoustical Tile Ceilings
09 91 23	Interior Painting

---

**SECTION 00 11 13 - ADVERTISEMENT FOR BIDS****PART 1 - GENERAL**

Notice is hereby given that sealed bids for the Police Facilities Upgrade Project will be received the City Clerk, Monday – Friday from 8:00 a.m. - 3:00 p.m. at 2930 Wetmore Ave, Everett, Washington 98201, until **2:00 p.m. on May 7, 2024**. At the appointed time, all bids will be opened and publicly read aloud **Via live streaming only**. The link to watch the bid opening will be accessible from <http://www.everettwa.gov/319/Procurement>. If you have any questions about logging into the live streaming bid opening, call 425.257.8903.

The Engineer's estimate for this Project is **\$400,000**.

Tenant Improvement Work will be performed at two locations commonly referred to as South Precinct and Downtown Police Headquarters. Work at South Precinct includes extensive interior upgrades to two Locker Rooms, and at Downtown Police Headquarters there will be targeted demolition to reconfigure several interior office spaces, and reconfiguration and finish upgrades to a conference room and the Forensic Investigation Unit.

A pre-bid walk-through is scheduled at 9:00 a.m. April 4, 2024 and at 9:00 a.m. April 11, 2024 beginning at South Precinct located at 1121 SE Everett Mall Way, Everett, WA 98208 and completing at Downtown Police Headquarters at 3002 Wetmore Avenue, Everett, WA 98201. This walk-through is not mandatory but is highly encouraged. Any interested bidders may attend. Any questions and/or answers that may affect the bid will be included in an addendum to the bid documents and sent to all the planholders.

Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to [www.bxwa.com](http://www.bxwa.com) and clicking on "Posted Projects", "Public Works", and "City of Everett". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration.

All bids must be made upon the City forms provided for this purpose and must be accompanied by a bid bond or certified check or cashier's check in an amount not less than five percent (5%) of the total amount of the Bid, all in accordance with the Contract Documents. One hundred (100) percent payment and performance Bonds will be required of the successful Bidder to guarantee faithful performance of the contract.

The City reserves the right to reject any and all bids and to waive any irregularities or informalities. No Bidder may withdraw his Bid after the hour set for the opening thereof. The City further reserves the right to make the bid award as deemed in the best interest of the City. The right is reserved by the City to postpone the award for a period of forty-five (45) days after bid opening.



---

The Contractor will be required to comply with all Local, State, and Federal laws and regulations pertaining to equal employment opportunities.

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

By order of the City Council, Everett, Washington.

Dated at Everett, Washington.

**END SECTION 00 11 13**

---

**SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS****PART 1 - GENERAL****1.1 GENERAL DESCRIPTION AND LOCATION OF PROJECT**

- A. The Work to be performed will include furnishing all labor, materials and equipment necessary to perform all Work as required by the Contract in accordance with the Contract Documents.
- B. The Project Sites are distributed among two locations: Everett Police - South Precinct, 1121 SE Everett Mall Way, Everett, WA 98208; and Everett Police - Downtown Headquarters, 3002 Wetmore Avenue, Everett, WA 98201.
- C. Questions and inquiries about the Contract Documents should be directed to the attention of Joan Olsen, City of Everett Project Manager at 425.257.6294 or email at [jolsen@everettwa.gov](mailto:jolsen@everettwa.gov).

**1.2 STANDARD SPECIFICATIONS**

- A. The following other Specifications and Standard Plans shall apply to the extent to which they are called out in the Contract Documents.
  - 1. WSDOT "2021 Standard Specifications for Road, Bridge and Municipal Construction", as amended by the APWA Supplements, hereinafter referred to as the "Standard Specifications."
  - 2. City of Everett "Design and Construction Standards and Specifications" (Revised 1-08), as found online on the City's Website at: <https://www.everettwa.gov/2722/Construction-projects>
  - 3. "Standard Plans for Road and Bridge Construction," latest edition as prepared by WSDOT.
  - 4. "Manual on Uniform Traffic Control Devices" (MUTCD), latest edition.
  - 5. APWA Standards, latest edition.
  - 6. AWWA Standards, latest edition.
  - 7. American Concrete Institute (ACI), latest edition

**1.3 EXAMINATION OF SITE CONDITIONS, CONTRACT DOCUMENTS AND REGULATIONS**

- A. Bidders shall inspect the Site of the Work and carefully review the Contract Documents to satisfy themselves, by personal examination, physical testing, or by such other means as they may prefer, of the location of the proposed Work, the actual physical conditions of and at the Site, surface and subsurface conditions, and conditions ordinarily to be encountered and generally recognized as inherent in the Work. If, during the course or as a result of such inspection, examination and testing, a Bidder finds facts or conditions that appear to conflict or are omitted from the Contract Documents, or with other data or material made available relating to the Work, Bidder shall so notify the City in writing,

and may apply to the City for additional information and explanation before submitting their Bid.

- B. The submission of a Bid by the Bidder shall constitute acknowledgment that, in preparing and submitting a Bid, Bidder has not only reviewed the Contract Documents, but is also relying on their own knowledge, examination, inspection, and testing of:
  - 1. the Site of the Work,
  - 2. access to the Site,
  - 3. environmental factors,
  - 4. all other data, matters and things requisite to the fulfillment of the Work,
  - 5. conditions ordinarily to be encountered and generally recognized as inherent in the Work,
  - 6. available services and utilities at and in the vicinity of the Site of the Work, and
  - 7. all applicable federal, state and local statutes, ordinances, and regulations dealing with building, public health and safety, or with the prevention of environmental pollution and the preservation of public natural resources, and environmental assessments or impact statements which have been prepared relating to the Work.
- C. Bidder acknowledges that he/she has not relied on representation or warranty of the City not expressly included in the Contract Documents.
- D. The information provided by the City is not intended to be a substitute for, or a supplement to, the independent verification by the Bidder to the extent such independent investigation of the Drawings and Specifications or Site conditions is deemed necessary or desirable by the Bidder. Bidder acknowledges that they have not relied upon City or Architect or Engineer furnished information regarding site conditions in preparing and submitting a Bid.

#### 1.4 INTERPRETATION OF CONTRACT DOCUMENTS

- A. Should a Bidder find what is believed to be discrepancies in or omissions from the Drawings or Specifications, or should the Bidder be in doubt as to their meaning, Bidder may submit to the City a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the documents, if made, will be made only by addendum duly issued. All requests for interpretations must be in writing and received by the City no later than 7 calendar days prior to the bid opening date. All questions regarding the Contract Documents shall be referred to the City at the address provided in the Contract Documents.

#### 1.5 PREPARATION OF BIDS

- A. Bids shall be submitted on the forms provided by the City and found in the Contract Documents. All blank spaces in the Bid form shall be legibly filled in using a non-erasable medium. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amounts quoted, the individual item amounts shall govern and the correct total shall be deemed to be the

amount bid. Do not qualify Bids, since this will automatically be cause for rejection of the Bid.

- B. Bid prices shall include everything necessary for the completion of the Work including, but not limited to, providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor, and all necessary testing services.
- C. Bidders are warned against making erasures or alterations of any kind to the Bid form, and bids that contain omissions, erasures, or irregularities of any kind may be rejected. No oral, telegraphic, electronic or telephonic bids or modifications will be considered.

#### 1.6 BIDDER'S SIGNATURE AND AUTHORITY

- A. The Bid must be signed by a person authorized to sign the Bid on behalf of the Bidder.

#### 1.7 REVISION OR WITHDRAWAL OF BID

- A. A Bid may be revised and resubmitted as the official Bid if the City receives the revised bid before the scheduled time for opening Bids. Resubmitted Bids shall be in full compliance with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.
- B. After the scheduled time for opening Bids, no Bidder will be permitted to withdraw his Bid unless the award of contract is delayed for a period exceeding 60 calendar days Bids received after the scheduled closing for opening Bids shall be returned to the Bidder unopened.
- C. Within 5 days after the opening of Bids (or such longer time as may be granted by the City in writing), a Bidder who wishes to claim error after the Bids have been opened and tabulated shall submit a notarized affidavit signed by the Bidder, accompanied by original work sheets used in the preparation of the Bid, requesting relief from the responsibilities of award. The affidavit shall describe the specific error(s) and certify that the work sheets are the originals used in the preparation of the Bid. City staff will review the certified work sheets to determine the validity of the claimed error and make a recommendation. If the City concurs in the claim of error, the Bidder will be relieved of responsibility, and the bid security of the Bidder will be returned. Thereafter, at the discretion of the City, all Bids may be rejected or award made to next lowest and responsive Bidder. At the discretion of the City, Bidders claiming error may or may not be allowed to participate in the re-bid.

#### 1.8 BID SECURITY

- A. Bid Security in the amount of at least 5 percent of the Total Bid shall accompany each Bid. This security may be by certified check, cashier's check, or a bid bond made payable to the City of Everett. A bid bond shall be on the form provided in the Contract Documents. A bid bond shall not be conditioned to modify the minimum 5-percent required. The surety shall: (1) be registered with the Washington State Insurance

Commissioner, and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.

- B. The failure to furnish a bid security of a minimum of 5 percent shall make the Bid nonresponsive and shall cause the Bid to be rejected by the City of Everett.
- C. Bid security shall serve as evidence of good faith and as a guarantee that if awarded the Contract the Bidder will execute the Contract and provide bonds as required by the Bid. Should the successful Bidder fail to enter into the Contract, furnish a satisfactory performance and payment bond, and furnish evidence of insurance within 14 calendar days after the award date, the certified check, cashier's check or bid bond shall be forfeited as liquidated damages.

#### 1.9 LIST OF SUBCONTRACTORS

- A. Bidder shall complete SECTION 004336 - SUBCONTRACTORS FORM and submit it with the Bid.

#### 1.10 REJECTION OF ANY AND ALL BIDS

- A. The City reserves the right to reject any and all Bids.

#### 1.11 RETURN OF BID SECURITY

- A. Within 15 calendar days after the Bids are opened, the City will return the bid security accompanying the Bids that are not to be considered in making the award. All other bid securities will be held until the Contract has been fully executed; after which they will be returned to the respective Bidders whose Bids they accompanied.

#### 1.12 AWARD OF CONTRACT

- A. Evaluation of Bids
  - 1. Bids will be evaluated by the City to determine which bid is the lowest responsive bid by a responsible bidder and which bid, if any, should be accepted in the best interest of the City. The City, in its sole discretion, reserves the right to accept or reject any and all bids submitted and to waive informalities and minor irregularities.
    - a. **LOWEST:** The City will award the Project to the responsive and responsible bidder whose Bid is the lowest. In accordance with RCW 39.04.380, if a bid is received from a nonresident contractor from a state that provides an in-state percentage bidding preference and does not have an office located in Washington, then a comparable percentage disadvantage will be applied to the bid of that nonresident contractor.
    - b. **RESPONSIVENESS:** City will consider all the material submitted by the bidder to determine whether it is in compliance with the Contract Documents. The City reserves the right, at its discretion, to reject nonresponsive Bids.
    - c. **MANDATORY RESPONSIBILITY:**

- 1) **Mandatory Responsibility Criteria:** RCW 39.04.350(1). It is the intent of City to award a contract to the lowest responsive and responsible Bidder. Before award, the Bidder must meet the Bidder responsibility criteria under this Section to be considered a responsible Bidder. The Bidder may be required by the City to submit documentation demonstrating compliance with the criteria under this Section. The Bidder must:
    - a) **Registration.** Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
    - b) **UBI.** Have a current Washington Unified Business Identifier (UBI) number; and
  - 2) **State Requirements.** If applicable:
    - a) Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
    - b) Have a Washington Employment Security Department number, as required in Title 50 RCW;
    - c) Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW; and
  - 3) **Disqualification.** Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
  - 4) **Apprentices.** If the Project is subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation.
  - 5) 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.
  - 6) Have received training, provided by the Department of Labor and Industries or by a provider whose curriculum has been approved such Department, on the requirements related to public works and prevailing wages. (However, bidders that have completed three or more public works projects and maintained a valid business license in Washington for at least three years are exempt from this requirement.)
- d. **SUPPLEMENTAL RESPONSIBILITY (RCW 39.04.350(2)):**  
If this Project is subject to supplemental bidder responsibility criteria, then such criteria will be contained in SECTION 00 22 13, SUPPLEMENTAL INSTRUCTIONS TO BIDDERS. If there is no SECTION 00 22 13, SUPPLEMENTAL INSTRUCTIONS TO BIDDERS in the bid package, then the Project is not subject to supplemental bidder responsibility criteria.
- e. **BID PROTESTS:** All protests by Bidders must be in accordance with Everett Municipal Code 3.46, "Bid Protest Procedures."

- B. Pre-Award Conference
  - 1. After Bid opening, but prior to award, the apparent successful Bidder shall, if requested by the City, attend a pre-award conference to respond to questions by the City regarding evaluation of Bids. The City will emphasize items such as insurance and bonding that will assist in prompt issuance of the Notice to proceed. By conducting a pre-award conference, the City has not thereby waived its right to make determinations regarding responsiveness and responsibility of the Bidder.
- C. Acceptance of Bid
  - 1. Within 45 days after the opening of Bids, the City will act either to accept the Bid from the lowest responsive, responsible Bidder, or to reject all Bids. The City reserves the right to request extensions of such Bid acceptance period. The acceptance of a Bid will be evidenced by a written Notice of Award of Contract delivered in person or by mail to the Bidder whose Bid is accepted, together with a request to furnish a performance and payment bond and evidence of insurance and to execute the Contract set forth in the Contract Documents.
  - 2. Bidder has 14 calendar days after receiving the Notice of Award to submit the following documents to the City:
    - a. Two (2) executed copies of the Contract.
    - b. Performance and payment bond on forms provided by the City per SECTION 007200 of the Contract Documents.
    - c. Certificate of Insurance and additional insured endorsement, SECTION 007200 of the Contract Documents.
  - 3. A Contract shall not be formed until the Contract Documents are signed by the Mayor.

#### 1.13 TIME OF COMPLETION

- A. The Contractor shall complete the Work on or before the date or dates specified in Section 00 52 13 - CONTRACT.

#### 1.14 WAGES

- A. All laborers, workmen, or mechanics in each trade or occupation employed in the performance of the Contract either by Contractor, Subcontractor, or other person doing Work shall be paid not less than the prevailing rate of wage as defined in RCW 39.12.010. Current prevailing wage rates may be found online at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/>. The rules and regulations noted within the Contract Documents are available from:
  - State of Washington Department of Labor and Industries
  - General Administration Building
  - Olympia, Washington. 98504
  - (360) 902-5335
  - [pw1@lni.wa.gov](mailto:pw1@lni.wa.gov)
- B. Bidders are advised to examine and to be thoroughly familiar with such requirements. No claim for additional compensation will be allowed that is based upon a lack of knowledge of these requirements or a failure to include adequate increases in such wages over the term of this Contract in the Bidder's bid price.

---

**1.15 EQUAL EMPLOYMENT OPPORTUNITY**

- A. The Contractor will be required to assure that equal employment opportunities will be in effect to all individuals throughout the length of this Contract, pursuant to SECTION 007200-, Part 7 "Labor Standards," of the Contract Documents. The Contractor must comply with all local, state and federal laws pertaining to non-discrimination and equal employment opportunity.

**1.16 RCW 35.22.650 CERTIFICATION**

- A. The Contractor is required complete the "RCW 35.22.650 CERTIFICATION" form and submit the form, in accordance with SECTION 004539 of the Contract Documents, with its Bid.

**1.17 NON-COLLUSION AFFIDAVIT**

- A. The Contractor must submit a "Non-Collusion Affidavit" in accordance with SECTION 004519 of the Contract Documents as part of the Bid package. If the City has reason to believe that collusion exists among Bidders, the City will reject the Bids of the known participants in such collusion and may, at its option, require that all Bidders certify under penalty of perjury, that no collusion has occurred or exists.

**1.18 STATE SALES TAX**

- A. The Washington State Department of Revenue has issued special rules on the State sales tax. 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.
- B. The Contractor shall not include State retail sales taxes in the unit bid prices.

**1.19 LIMITATIONS REGARDING CONTRACTOR'S CLAIMS FOR DAMAGES**

- A. Bidders should review the Contract Documents regarding limitations on claims for damages.

**1.20 DELAYS AND INTERFERENCE**

- A. Bidders should review the Contract Documents regarding delays and interference.

**1.21 BIDDER'S CHECK LIST**

- A. The Bidder's attention is especially called to the following forms that must be executed in full as required and submitted with the Bid.
  - 1. Bid: Show the lump sum and unit price items in the space provided on the Bid Form.



- 
2. Bid Signature Sheet: To be filled in and signed by the Bidder.
  3. Subcontractors Form: To be filled in by the Bidder.
  4. Bid Security: This form is to be executed by the Bidder and the surety company unless Bid is accompanied by a certified or cashiers check. The amount of the bond or cashiers check, which shall be not less than five percent of the Total Bid, may be shown in dollars or on a percentage basis.
  5. RCW 35.22.650 Certification: To be filled in and signed by the Bidder.
  6. Non-Collusion Affidavit: To be signed, notarized and submitted with the Bid.
- B. Failure to complete and fully execute the aforementioned forms and to submit them with the Bid may result in rejection of Bid.
- C. The following forms are to be executed after the award of Contract:
1. Contract: This Contract to be executed by the successful Bidder in duplicate within 14 calendar days after the award date.
  2. Payment and Performance Bonds: These forms are to be executed by the successful Bidder and his surety company in triplicate. The amount of these bonds shall be 100 percent of the Total Bid and shall be submitted with the Contract.
  3. Proof of Insurance: Insurance certificates and endorsements shall be obtained and maintained in force in accordance with SECTION 00 72 00, Part 15 "Liability and Insurance", of the Contract Documents.
  4. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.
  5. Statement of Intent to Pay Prevailing Wage (L&I Form F700-029-000) and Affidavit of Wages Paid (F700-007-000) from the Contractor, Subcontractor and agents to the Subcontractor shall be submitted to the Employment Standards Division, State Department of Labor and Industries, Olympia, Washington. If the prime contract is over \$1,000,000, then Contractor also needs to submit L&I Form F700-164-000 (Affidavit of Wages Paid EHB 2805 Addendum).
  6. Weekly Statement with Respect to Payment of Wages (U.S. Dept of Labor Form WH347): Contractors, Subcontractors, and agents to Subcontractors using Payroll Form WH347) may use State of Compliance found on back of form.
  7. Weekly Statement of Compliance (U.S. Dept of Labor Form WH 348). Contractors, Subcontractors, or agents to Subcontractors not using Payroll Form WH347 shall attach the Statement of Compliance Form WH 348 to each payroll.
  8. Approval of Subcontractors: Contractors shall request approval of Subcontractors on a form provided by the City prior to their working on the Site.
  9. Construction Progress Schedule: To be submitted as required by Section 00 72 00, Part 5 "Progress and Completion", of the Contract Documents by the Contractor within ten calendar days, or such time as determined by the City, after the date of receipt of Notice to Proceed.
  10. Traffic Control Plan: Standard Traffic Control Plans are included in the City's Design and Construction Standards. If, and to the extent, such plans are not sufficient, complete or adequate to support the Bidder's planned means and methods of performing the Work, the Bidder must develop an adequate, complete and sufficient traffic control plan at its cost, that shall be submitted for the City's approval prior to construction. Deviation from the Standard Plans must be submitted by the Contractor and approved by the City prior to construction.
  11. Disposal Sites: Provide the City with the location of all disposal sites to be used, and also provide copies of the permits and approvals for such disposal sites. The

---

Contractor shall provide the City with copies of all permits for disposal and storage of surplus materials within ten calendar days after award of the Contract.

1.22 POSTPONEMENT OF OPENING

- A. The City reserves the right to postpone the date and time for receiving or opening of Bids, or both, at any time prior to the date and time established in the Notice to Bidders. Postponement notices shall be provided to Bidders in the form of addenda.

1.23 BUSINESS LICENSE

- A. A City of Everett business license is required for the Contractor and Subcontractors performing Work on this Project.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 00 21 13**

**SECTION 00 25 13 - PRE-BID MEETING****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section includes location and agenda of the pre-bid meeting.

**1.2 DATE**

- A. Meeting 1 - Date/Time: April 4, 2024 @ 9:00AM
- B. Meeting 2 - Date/Time: April 11, 2024 @ 9:00AM

**1.3 LOCATION**

- A. The meeting place will be at South Precinct, 1121 SE Everett Mall Way, Everett, WA 98208 and then resume at Downtown Police Headquarters, 3002 Wetmore Avenue, Everett, WA 98201.

**1.4 TIME**

- A. Meeting/site visit will start promptly at 9:00AM

**1.5 AGENDA**

- A. Review Scope of Project
- B. Review required documents to be submitted with the Bid Form
- C. Bid Due Date
- D. Review Scope of Work
- E. Review Addendums to date
- F. Review bid documents, instructions to bidders etc.
- G. Review Bid Sheet
- H. Receive questions, comments from bidders

---

1.6 ADDENDA

- A. Questions received during the walk thru shall be emailed to Architectural consultant and City of Everett Representative and answered as addenda.
- B. All other questions or interpretations must be in writing and received by the city no later than 7 calendar days prior to the bid opening date.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 00 25 13**

---

**SECTION 00 41 13 - BID FORM (LUMP SUM)-****1.1 BIDDER INFORMATION**

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

Project No.: \_\_\_\_\_

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

Submitted by: \_\_\_\_\_

Company Name and  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**1.2 OFFER**

- A. Having examined the place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Owner for the above-referenced Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the following amount in figures:

Base Bid	\$
+ WA Sales Tax at 9.9%	\$
Total Bid	\$

All applicable federal taxes are included in the Base Bid. The Base Bid does not include State of Washington taxes.

We have included the Bid security as required by the Instructions to Bidders.

Our bid includes overhead, profit, performance and payment bonds, and all other expenses involved whatsoever.

---

### 1.3 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for 45 days from the Bid closing date.
- B. If this Bid is accepted by the Owner within the time period stated above, we will:
  - 1. Execute the Agreement within 14 days of receipt of Notice of Award.
  - 2. Furnish the required 100% payment and 100% performance bonds within 14 calendar days of receipt of Notice of Award in the form described in Contract Documents.
  - 3. Commence Work within seven calendar days after receipt of Notice to Proceed.
- C. If this Bid is accepted within the indicated time, and we fail to commence the Work or we fail to provide the required bonds, the Bid security shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the Bid security or the difference between this Bid and the Bid upon which Contract is signed.
- D. In the event our Bid is not accepted within the time stated above, the required Bid security will be returned to the undersigned, according to the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

### 1.4 CONTRACT TIME

- A. If this Bid is accepted, we will:
  - 1. Begin work immediately after receiving Owner's letter of Notice to Proceed and to reach Substantial Completion within the dates required under the Contract Documents.
  - 2. Agree to pay liquidated damages to the City as stated in the Contract in the event the project is not completed on or before required time periods.
  - 3. Contract with the Owner using the Contract form provided herewith, on the terms and conditions contained herein, to do everything necessary to complete the construction of the project in the allotted time.

### 1.5 ADDENDA

- A. Following Addenda have been received, and the modifications to the Bid Documents noted below have been considered and all costs are included in the Bid.
  - Addendum No....., dated .....
  - Addendum No....., dated .....

Addendum No....., dated .....

Addendum No....., dated .....

#### 1.6 BIDDER CERTIFICATIONS

- A. Bidder, at the time of submitting this Bid and throughout the period of the contract, will remain licensed by the state of Washington to perform the type of work required under the Contract Documents.
- B. Bidder is skilled and regularly engaged in the general class and type of work required by the Contract Documents and has the capability to successfully manage construction projects.
- C. Bidder agrees to provide upon written request of the City all information related to its qualifications and those of its key personnel and its proposed Subcontractors.
- D. Bidder certifies that its Bid is in all respects fair, and is made without collusion on the part of any person, firm, or corporation mentioned below, and that no officer or employee of the City is personally or financially interested, directly or indirectly, in the Bid, or in any purposes of, or the sale of, any materials or supplies for the work to which it relates, or any portion of the profits thereof.

#### 1.7 DESIGNATED/AUTHORIZED REPRESENTATIVE

- A. Bidder designates \_\_\_\_\_ of its office to which notice of acceptance of this Bid may be mailed, emailed or delivered.
- B. City may provide notice of any kind to the Bidder using the email address Bidder provides below.
  - 1. A notice is considered delivered to the Bidder on the date it is emailed to the email address.

#### 1.8 INTERESTED PARTIES

- A. The full names and residences of all persons and parties interested in this Bid as principals are as follows:

NAME	TITLE	ADDRESS
------	-------	---------

_____	_____	_____
_____	_____	_____

---

1.9 BID FORM SIGNATURES

- A. By submitting this Bid, Bidder certifies that it has reviewed the insurance requirements of Document 00 72 00 – GENERAL CONDITIONS and certifies that coverage will be provided as required.
- B. The undersigned also hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the Bidder 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. The undersigned declares under penalty of perjury under the laws of the State of Washington that the foregoing sentence is true and correct.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Name of Bidder: \_\_\_\_\_

Signature of Bidder's Authorized Agent: \_\_\_\_\_

City and State Where Signed: \_\_\_\_\_

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

Phone: \_\_\_\_\_

State of Incorporation \_\_\_\_\_ Contractor's License No. \_\_\_\_\_

Washington State \_\_\_\_\_

Email address of Bidder's authorized Agent:

\_\_\_\_\_



*The remainder of this page intentionally left blank*

***END OF SECTION 00 4113***

---

**SECTION 00 43 13 - BID SECURITY FORM****BID SECURITY/DEPOSIT**

Bidder herewith guarantees its bid by depositing one of the following with its bid/proposal in an amount of five percent (5%) or more of the bidder's total bid/proposal:

- ☐ Certified check
- ☐ Cashier's check
- ☐ Bid Bond

\_\_\_\_\_  
Signature

---

**BID BOND**

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

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

Project No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS,  
that \_\_\_\_\_ [Contractor], a  
corporation organized under the laws of the State of \_\_\_\_\_, and  
registered to do business in the State of Washington as a contractor, as  
Principal, \_\_\_\_\_ and  
\_\_\_\_\_ [Surety],  
a corporation organized under the laws of the State of \_\_\_\_\_ and  
registered to transact business in the State of Washington, as Surety, their  
heirs, executors, administrators, successors and assigns, are jointly and  
severally held and bound to the City of Everett, Washington, hereinafter  
called "City", and are similarly held and bound unto the City in the sum of  
\_\_\_\_\_ and \_\_/100's Dollars (\$\_\_\_\_\_),  
the payment of which, well and truly to be paid, we bind ourselves, our heirs,  
executors and successors, jointly and severally, formally by these presents.

NOW, THEREFORE, the condition of this obligation is such that the Surety  
is held and bound to the City to pay and forfeit to the City the amount of this  
bond as provided herein, upon the conditions contained herein, unless the  
conditions for release contained herein are satisfied or expressly waived in  
a writing signed by the City Attorney.

It is expressly understood and agreed that:

- A. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the City upon default of Bidder the penal sum set forth on the face of this Bond.
- B. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the bidding documents the executed Contract required by the bidding documents, any performance and payment bonds required by the bidding documents and Contract Documents, and evidence of insurance required by the bidding documents and Contract Documents.
- C. This obligation shall be null and void if:
  - 1. The City accepts Bidder's bid and Bidder delivers within the time required by the bidding documents (or any extension thereof agreed to in writing by the City) the executed Contract required by the bidding documents, any performance and payment bonds required by the bidding documents and Contract Documents, and evidence of insurance required by the bidding documents and Contract Documents, or
  - 2. All bids are rejected by the City.
- D. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from the City, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- E. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by the City and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due Date without Surety's written consent.
- F. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety. Any suit or action under this bond must be instituted within the time period provided by applicable law.
- G. The laws of the State of Washington shall apply to the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.

- H. Notice required hereunder shall be in writing sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or United States Registered or Certified Mail, return receipt requested, postage prepaid, and shall be deemed to be effective upon receipt by the party concerned.
- I. Surety shall cause to be attached to this Bond current and effective Power of Attorney evidencing authority of the officer, agent or representative to execute this Bond on behalf of Surety to execute and deliver such Bond and bind the Surety thereby.
- J. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- K. The term "bid" as used herein includes a bid, offer or proposal as applicable.

BIDDER	SURETY
<hr/>	<hr/>
Bidder's Name	Surety's Name and Corporate Seal (seal)
By: <hr/>	By: <hr/>
Signature, Title, and Date	Signature, Title, and Date
Address: <hr/>	Address: <hr/>
<hr/>	<hr/>
Attest: <hr/>	Attest: <hr/>
Signature, Title and Date	Signature, Title and Date

***The remainder of this page intentionally left blank***

***END OF SECTION 00 4313***

**SECTION 00 43 36 - PROPOSED SUBCONTRACTORS FORM**

1. For heating, ventilation and air conditioning, plumbing (as defined by RCW Chap. 18.106) and electrical work (as defined by RCW Chap. 19.28), and structural steel installation and rebar installation, Bidder **MUST** either identify itself or Subcontractors in the chart below. If Bidder believes such work is not part of the Work, Bidder shall write "NO WORK".
2. Bidder shall not list more than one Subcontractor for each category of Work identified, unless Subcontractors vary with Bid alternates, in which case the Bidder must indicate which Subcontractor will be used for which alternate.
3. **Bidder's Bid shall be deemed non-responsive and void if:**
  - A. For heating, ventilation and air conditioning, plumbing, electrical work, structural steel installation and rebar installation, Bidder fails: (1) to submit as part of the Bid the names of such Subcontractors; (2) to name itself to perform such Work; or (3) to write "No Work"; or
  - B. Bidder names two or more Subcontractors to perform the same Work.
4. The requirement to name the Bidder's proposed heating, ventilation, air conditioning, plumbing, electrical, structural steel installation and rebar installation subcontractors applies only to proposed heating, ventilation, air conditioning, plumbing, electrical, structural steel installation and rebar installation subcontractors who will contract directly with the general contractor submitting the Bid to the City.
5. The heating, ventilation and air conditioning, plumbing, and electrical portions of the chart below must be submitted with the bid proposal or within one hour of the published bid submittal time.
6. The structural steel installation and rebar installation portions of the chart below must be submitted with the bid proposal or within forty-eight hours of the published bid submittal time.

Type/Scope of Work	Name and Address of Subcontractor or Bidder
HEATING Subcontractor, bidder or "no work" <b>MUST</b> be stated	
VENTILATION AND AIR CONDITIONING Subcontractor, bidder or "no work" <b>MUST</b> be stated	
PLUMBING (as described in RCW Chap. 18.106)	

---

Subcontractor, bidder or "no work" <b>MUST</b> be stated	
ELECTRICAL (as described in RCW Chap. 19.28) Subcontractor, bidder or "no work" <b>MUST</b> be stated	
STRUCTURAL STEEL INSTALLATION Subcontractor, bidder or "no work" <b>MUST</b> be stated	
REBAR INSTALLATION Subcontractor, bidder or "no work" <b>MUST</b> be stated	



---

**END OF SECTION 00 4336**

---

SECTION 00 45 19 - NON-COLLUSION AFFIDAVIT

## NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ \_)

The undersigned, being duly sworn, on oath says that the bid submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and the undersigned further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure an advantage over any other bidder or bidders.

---

Firm Name

---

Authorized Signature

SUBSCRIBED and SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

---

---

NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_

My commission expires: \_\_\_\_\_

**END OF SECTION 00 45 19**

**SECTION 00 45 39 – RCW 35.22.650 CERTIFICATION**

A set percentage of minority group member employees or minority business subcontracts is not required in the performance of the Work under this Contract. However, RCW 35.22.650 requires bidders (a) to actively solicit (i) employment of minority group members and (ii) subcontract bids from minority businesses, and (b) to submit evidence of its compliance with these requirements for active solicitations:

**RCW 35.22.650**

All contracts by and between a first-class city and contractors for any public work or improvement exceeding the sum of ten thousand dollars, or fifteen thousand dollars for construction of water mains, shall contain the following clause:

"Contractor agrees that the contractor shall actively solicit the employment of minority group members. Contractor further agrees that the contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The contractor shall be required to submit evidence of compliance with this section as part of the bid."

As used in this section, the term "minority business" means a business at least fifty-one percent of which is owned by minority group members. Minority group members include, but are not limited to, blacks, women, native Americans, Asians, Eskimos, Aleuts, and Hispanics.

- I. Bidder confirms that it actively solicits employment of minority group members.  
\_\_\_\_\_ *[yes or no]*
- II. Please estimate the percentage of Bidder's employees on this Project that will be made up of minority group members: \_\_\_\_\_ *[state estimated percentage]*
- III. Please estimate the percentage of goods and services that will be subcontracted to minority businesses on this Project: \_\_\_\_\_ *[state estimated percentage]*

- IV. List all minority businesses from whom bids or quotes for goods or services on this Project have been solicited (attach additional sheet if necessary):

Minority Business Name	Address	Goods or Services Involved	Certification Number*

\*Certification numbers (for MBE, MWBE, DBE, etc.) are found at Office of Minority & Women's Business Enterprises: <https://omwbe.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp>. If a minority business does not have a certification number, the Bidder must provide with this certification form evidence that the business is at least fifty-one percent owned by minority group members.

During Contract performance, or in any event prior to final payment, Bidder shall provide the City with the names and addresses of all minority businesses actually awarded subcontracts under the Contract. In the event that a subcontract bid or quote is solicited and listed above and a subcontract is not awarded to the minority business so listed, Contractor shall state the reasons such subcontract was not awarded to the minority business and shall provide the minority business quote together with the actual subcontract price paid and the name of the subcontractor to whom the subcontract was subsequently awarded.

**FAILURE TO PROPERLY COMPLETE AND SUBMIT THIS CERTIFICATION FORM WITH THE BID WILL RESULT IN REJECTION OF BID.** THE BIDDER CERTIFIES UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS TRUE AND COMPLETE CORRECT TO THE BEST OF ITS KNOWLEDGE AND BELIEF AND FURTHER AGREES TO PROVIDE INFORMATION AS REQUESTED BY THE CITY REGARDING MINORITY BUSINESS SUBCONTRACTS AND EMPLOYMENT OF MINORITY GROUP MEMBERS.

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

**END OF SECTION 00 45 39**

---

**SECTION 00 5213 - AGREEMENT FORM****CONTRACT**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Everett, Washington, a municipal corporation existing under the laws of the State of Washington (the "City") and \_\_\_\_\_, (the "**Contractor**").

In consideration of the sums to be paid to it by the City, Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to complete in a workmanlike manner the work, improvements, and appurtenances in accordance with the Specifications and Drawings and all other Contract Documents entitled: "Police Facilities Upgrades", (the "**Project**").

**1. Contract Documents.** The "Contract Documents" are defined in the General Conditions. The Contract Documents are part of this Contract and are **hereby incorporated by** reference. Terms that are capitalized in a Contract Document but not defined in that Contract Document shall have the meaning defined to them in the other Contract Documents.

**2. Contract Time.** Substantial Completion of the Work shall be achieved within One Hundred Eighty Days (180) calendar days after the effective date of the Notice to Proceed. Physical Completion shall be within Forty-Five (45) calendar days after the actual date of issuance of Substantial Completion.

**3. Liquidated Damages.** The parties agree the City will suffer damage and be put to additional expense in the event that the Contractor does not complete the Work in all respects and have it ready for use by the Substantial and Physical Completion dates stated above. Because it is difficult to accurately compute the amount of such costs and damages, the Contractor hereby covenants and agrees to pay to the City liquidated damages for each and every calendar day (or working day, if Contract Time is described in working days) in the amounts set forth in this Section. For failure to achieve Substantial Completion by the Substantial Completion date stated above, the Contractor shall pay liquidated damages to the City computed at the daily rate of fifteen percent (15%) of the Contract Sum divided by the number of days of Contract Time stated above. Once Substantial Completion is achieved, for failure to achieve Physical Completion by the Physical Completion Date stated above, the Contractor shall pay liquidated damages at the daily rate of ten percent (10%) of the liquidated damages rate applicable to delays to Substantial Completion.

**4. Contract Sum.** The Contract Sum of this Contract is:

Base Bid	
+ WA Sales Tax	
Contract Sum	

This is based on the proposal/bid submitted by Contractor dated \_\_\_\_\_.

The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein. If, and to the extent, payment (in whole or in part) is based upon unit prices multiplied by quantities of work actually performed, the total amount paid to the Contractor may be less than Contract Sum stated herein and the Contractor agrees to execute one or more change orders in such event. In no event shall the total amount paid Contractor exceed the Contract Sum stated herein, unless the Contract amount has first been increased by one or more Change Orders signed by the City. The City may, in its sole discretion, withhold amounts from payments otherwise due as offsets or back charges for expenses, damages, liquidated damages or costs for which the Contractor is liable for not to exceed 10% of the total amount of the contract. If the City chooses not to offset or deduct any such expenses, damages, liquidated damages or costs from one or more payments or return of retainage, the City does not waive its claim for such damages and hereby expressly reserves its right to assert a claim against the Contractor for such damages.

**5. Withholding.** Five percent (5%) of amounts due Contractor shall be retained and withheld to comply with RCW Chap. 60.28. Retained amounts shall only be released: (A) as required by law or (B) sixty (60) days after completion of all contract work if there are no claims against the retained funds. In addition to the amounts required by RCW 60.28 to be withheld from the progress or retained percentage payments to the Contractor, the City may, in its sole discretion, withhold any amounts sufficient to pay any claim against the Contractor of which the City may have knowledge and regardless of the informalities of notice of such claim arising out of the performance of this Contract. The City may withhold the amount until either the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment in favor of the claimant on such claim. The City shall not be liable for interest during the period the funds are so held.

**6. Compliance with Employment and Wage Laws.** Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

**7. RCW 35.33.650.** Contractor shall actively and in good faith solicit the employment of minority group members and bids for the supply of goods or subcontracting of services from qualified minority businesses. Contractor shall consider granting contracts

to possible minority suppliers and subcontractors on the basis of substantially equal proposals in the light most favorable to the minority businesses. Contractor shall furnish evidence of its compliance with these requirements. As used in this section, the term "minority business" means a business at least fifty-one percent (51%) of which is owned by minority group members. Minority group members include, but are not limited to, African-Americans, Women, Native Americans, Asian/Pacific Islander-Americans, and Hispanic-Americans.

## **8. Indemnification.**

A. Contractor will defend, indemnify and hold harmless the City from any and all Claims arising out or relating to any acts, errors, omissions, or conduct by Contractor in connection with its performance of this Contract, including without limitation (and without limiting the generality of the foregoing) all Claims resulting from Contractor's performance of, or failure to perform, its express and implied obligations under the Contract. The Contractor will defend and indemnify and hold harmless the City whether a Claim is asserted directly against the City, or whether a Claim is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The amount of insurance obtained by, obtainable by, or required of the Contractor does not in any way limit the Contractor's duty to defend and indemnify the City. The City retains the right to approve Claims investigation and counsel assigned to said Claim and all investigation and legal work regarding said Claim shall be performed under a fiduciary relationship to the City. This Section 8 is in addition to any other defense or indemnity or hold harmless obligation in the Contract Documents.

B. The Contractor's obligations under this Section 8 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Contractor and (b) the City, then the Contractor's liability under this Section 8 shall be only to the extent of the Contractor's negligence.

C. As used in this section: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Claims" include all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, whether threatened, asserted or filed against the City, whether such Claims sound in tort, contract, or any other legal theory, whether such Claims have been reduced to judgment or arbitration award, irrespective of the type of relief sought or demanded (such as money or injunctive relief), and irrespective of the type of damage alleged (such as bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages); and (3) "Contractor" includes Contractor, its employees, agents, representatives and subcontractors. If, and to the extent, Contractor employs or engages subcontractors, then Contractor shall ensure that each such subcontractor (and subsequent tiers of subcontractors) shall expressly agree to defend and indemnify and hold harmless the City to the extent and on the same terms and conditions as the Contractor pursuant to this section.



**9. Insurance.** The Contractor shall purchase and maintain such insurance as set forth in the Contract Documents. Failure to maintain such insurance shall be a material breach of the Contract. The City shall be entitled to damages for such a breach that include, but are not limited to, any loss (including, but not limited to, third party litigation expenses and professional fees) suffered by the City if the City is determined to be solely or concurrently negligent, and if the City suffers any loss or must pay or defend against any such claim, suit, demand or damage as a result of such breach.

**10 Waiver of Industrial Insurance Immunity.** Contractor waives any right of contribution against the City. It is agreed and mutually negotiated that in any and all claims against the City, its agents or employees, the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts any of them may be liable, the defense and indemnification obligations hereunder shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under industrial worker's compensation acts, disability benefit acts, or other employees' benefit acts. Contractor's and City's signatures hereto indicate specific waiver of Contractor's industrial insurance immunity in order to fulfill the indemnities hereunder. Solely for the purpose of indemnification and defense as provided in this Contract, the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 RCW. The Contractor expressly acknowledges that this waiver of immunity under Title 51 RCW was the subject of mutual negotiation and was specifically entered into pursuant to the provisions of RCW 4.24.115.

**8. Repair of Damage.** The Contractor agrees to repair and replace all property of the City and all property of others damaged by it, its employees, subcontractors, suppliers and agents.

**9. Pre-Bid Inspection and Risk of Loss.** It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that: (1) prior to submitting its proposal or bid, it became familiar with the conditions of excavation, subsurface, backfill, materials, climatic conditions, location, traffic, and other contingencies that may affect the work and has made its bid or proposal accordingly and (2) that it assumes the responsibility and risk of all loss or damage to materials or work that may arise from any cause whatsoever prior to completion.

**10. Headings for Convenience Only.** The headings in this document are for convenience only, and shall not be used or considered to interpret or construe this document.

**11. Effective Date.** This Contract is effective as of the date of the last person to sign it, and may be executed in multiple counterparts, each of which shall be deemed an original.

***[Remainder of Page Intentionally Left Blank]***

**CITY OF EVERETT  
WASHINGTON**

By:

\_\_\_\_\_  
Cassie Franklin, Mayor

ATTEST:

\_\_\_\_\_  
Date\_\_\_\_\_  
Office of the City ClerkSTANDARD DOCUMENT  
APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY  
(10.22.21)**CONTRACTOR: Please fill in the spaces and sign in the box appropriate for your business entity.****Corporation****Limited Liability  
Company**\_\_\_\_\_  
[Contractor's Complete Legal Name]**Partnership**By: \_\_\_\_\_  
Signature

Typed/Printed Name of Signer: \_\_\_\_\_

Title of Signer: \_\_\_\_\_

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

**Sole  
Proprietorship**\_\_\_\_\_  
[Typed/Printed Name]\_\_\_\_\_  
Signature

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

**END OF SECTION 00 5213**

**SECTION 00 6113 - PERFORMANCE BOND AND PAYMENT BOND****PERFORMANCE BOND****Bond No.:** \_\_\_\_\_

The City of Everett has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as Police Facilities Upgrades, Project No. \_\_\_\_\_, in Everett, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Everett in the sum of \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_), which is the Contract Sum, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City of Everett against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety. The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

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

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

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

STANDARD BOND FORM  
OFFICE OF THE CITY ATTORNEY  
APPROVED AS TO FORM  
APPROVED AS TO CITY CHARTER § 4.1

Local Office/ Agent of Surety:

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

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

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

***This Page Intentionally Left Blank***

**PAYMENT BOND****Bond No.** \_\_\_\_\_

The City of Everett has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as Police Facilities Upgrades, in Everett, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Everett in the sum of \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_), which is the Contract Sum, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 and 39.12 including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City of Everett against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns, (or the subcontractors or lower tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors materialpersons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety. The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

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

STANDARD BOND FORM  
OFFICE OF THE CITY ATTORNEY  
APPROVED AS TO FORM  
APPROVED AS TO CITY CHARTER § 4.1

Local Office/ Agent of Surety:

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

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

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

---

**END OF SECTION 00 6113**

**SECTION 00 61 23 - NEW RETAINAGE BOND****BOND NO. \_\_\_\_\_****RETAINAGE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, and registered to do business in the State of Washington as a contractor, as Principal, and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and registered to transact business in the State of Washington as Surety, their heirs, executors, administrators, successors and assigns, are jointly and severally held and bound to the City of Everett, Washington, hereinafter called "City", and are similarly held and bound unto the beneficiaries of the trust fund created by RCW Chapter 60.28, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) plus five (5%) percent of any increases that may occur under the Contract (as defined below), the payment of which, well and truly to be paid, we bind ourselves, our heirs, executors and successors, jointly and severally, formally by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE THAT:

WHEREAS, on \_\_\_\_\_, the Principal executed a contract \_\_\_\_\_ (the "Contract") with the City known as:

**PROJECT NAME: POLICE FACILITIES UPGRADES**

**PROJECT NUMBER: FAC 2024-0315**

WHEREAS, said Contract and RCW Chapter 60.28 require the City to withhold from monies earned by the Principal during the progress of the construction, hereinafter referred to as "earned retained funds";



WHEREAS, the Principal requested that the City accept a retainage bond and release earned retained funds to Principal, as allowed under RCW Chapter 60.28; and

NOW, THEREFORE, the condition of this obligation is such that the Surety is held and bound to the City to indemnify, defend and hold the City harmless from any and all loss, costs or damages that the City may sustain by reason of release of said earned retained funds to Principal, then this obligation to be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, it is expressly understood and agreed that:

1. Any suit or action under this bond must be instituted within the time period, if any, provided by applicable law. The bond shall be subject to all claims and liens provided for by law or Contract against the earned retained funds and in the same manner and priority as set forth for retained percentages in RCW Chapter 60.28 and the Contract.

2. The Surety hereby consents to and waives notice of any extension in the time for performance of the Contract, assignment of obligations under the Contract, or Contract alteration, termination, amendment or change order. This expressly includes, but is not limited to, consent to and waiver of any notice with respect to increases in the Contract price by change order. Upon any such Contract price increase, the amount of this bond automatically increases by an amount equal to 5% of Contract price increase.

3. Until written release of this obligation by the City, this bond may not be terminated or canceled by the Principal or Surety for any reason. Any extension of time for the Principal's performance on the Contract, assignment of obligations under the Contract, or Contract alteration, amendment or change order shall not release the Surety from its obligation under this bond.

4. RCW Chapter 60.28 authorizes the City to substitute a retainage bond in lieu of earned retained funds and the Surety hereby waives any defense that this bond is void or otherwise not authorized by law.

5. Any claim or suit against the City to foreclose the liens provided for by RCW Chapter 60.28 shall be effective against the Principal and Surety and any judgment under RCW Chapter 60.28 against the City shall be conclusive against the Principal and the Surety.

6. The laws of the State of Washington shall apply to the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.

SIGNED AND SEALED THIS \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

<hr/> Surety	<hr/> Principal
By:	By:
<hr/>	<hr/>
Typed/Printed Name:	Typed/Printed Name:
<hr/>	<hr/>
Title:	Title:
<hr/>	<hr/>

STANDARD RETAINAGE BOND FORM  
OFFICE OF THE CITY ATTORNEY  
APPROVED AS TO FORM  
APPROVED AS TO CITY CHARTER § 4.1

**END OF SECTION 00 6123**

**SECTION 00 6125 - RETAINAGE ESCROW AGREEMENT**

<b>Project</b>	POLICE FACILITIES UPGRADES
<b>Contractor</b>	
<b>Bank</b>	

**RETAINAGE ESCROW AGREEMENT AND INSTRUCTIONS**

**1. Escrow Agreement.** The Contractor on a public improvement project for the City exercised its option pursuant to RCW 60.28.011 to place Retainage in escrow with the Bank. This Agreement constitutes both the escrow agreement between the City and Contractor and instructions to the Bank for handling of the Escrow Account. This Agreement is not effective until (a) the Agreement has been signed by the Contractor, Bank and City and (b) Contractor, Bank and City have entered the appropriate information in Exhibit A.

**2. Check Issuance, Endorsement, and Deposit.** From time to time, the City will issue a Check payable to the Bank and Contractor jointly. Contractor expressly authorizes and grants the power to the Bank to endorse the check on its behalf, to negotiate the check, collect the funds represented by the Check, and to deposit the funds so collected into the Escrow Account. These powers shall be deemed to be powers coupled with an interest and shall be irrevocable during the term of this escrow.

**3. Investment of Funds.** Funds and cash balances in the Escrow Account may be invested in Eligible Securities at the direction of the Contractor. For purchase of Eligible Securities, the Bank may follow the last written direction it received from the Contractor, provided such direction provides for investment in Eligible Securities. The Bank shall not invest any funds, cash balances, or proceeds of sale of Eligible Securities in any securities, bonds or accounts that are not Eligible Securities. Eligible Securities purchased pursuant to this Agreement shall be held by the Bank as custodian as part of this escrow. Eligible Securities shall be held in the Bank's name. Interest on the purchased Eligible Securities, if any, shall be paid to Contractor when, as and if any accrued interest is received by the Bank.

**4. Eligible Securities.** The following securities are deemed Eligible Securities, and the Bank may invest funds and cash balances in such securities at the direction of Contractor without further approval of the City, provided that any maturity dates are no later than twenty-five (25) calendar days after the Completion Date and provided they are held in a manner and form that allows Bank alone to liquidate the securities as provided for in the Agreement.

A. Bills, certificates, notes or bonds of the United States;

- B. Other obligations of the United States or its agencies;
- C. Obligations of any corporation wholly owned by the Government of the United States;
- D. Indebtedness of the Federal National Mortgage Association;
- E. Time deposits in commercial banks; and
- F. Mutual funds, pools, or investment trusts, provided the investments of the fund, pool or trust consists solely of securities listed in herein.

Other securities may be deemed Eligible Securities upon the written request of the Contractor and written approval of the City, provided the City has the staff assistance and expertise which will permit it to exercise sound judgment in assessing the security. The City shall consider probable safety, risk to principal, liquidity and any other factor the City deems reasonable to consider. Nothing herein obligates the City to incur any expense or charge to assess the appropriateness of a proposed security. The City has no obligation to consider a proposed security if the City would incur expenses, charges or fees in its assessment of the appropriateness of the security as an investment. If the proposed security has a maturity date, the security must mature on or before the Completion Date. The Contractor expressly acknowledges that any investment in securities involves risks, including, but not limited to, the risks of loss or diminution of principal and failure to realize anticipated or expected appreciation, dividends, interest, or other gain. Contractor expressly waives and releases both City and Bank from any and all liability associated with, or arising out of, these and all market risks.

**5. Bank Duties and Responsibilities.** Although the Bank will be a joint payee of any Check, the Bank shall only have (a) those duties and responsibilities that a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited to Bank and (b) those duties and responsibilities created by this Agreement. The Bank must not deliver to the Contractor all or any part of the securities or money held by the Bank pursuant to this Agreement (or any proceeds from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City Clerk is authorized to give written instructions and the Finance Director or Treasurer (or its designee) is authorized to give written approval of securities. Written instructions and written approval of securities must be countersigned by the City Attorney. The City may designate different authorized persons from time to time by notifying the Bank in writing of the change, which notice must be countersigned by the City Attorney.

**6. Change of Completion Date.** Upon written request by the Bank, City shall advise the Bank in writing of any change in the Completion Date. If the changed Completion Date is later than the original Completion Date, the Bank may reinvest any funds on hand, cash balances or proceeds of Eligible Securities with maturities, reverse loads,

etc. consistent with the later Completion Date. If the changed Completion Date is earlier than the original Completion Date, the Bank shall execute such transactions as are commercially reasonable to liquidate Eligible Securities in the Escrow Account no later than twenty-five (25) calendar days after the earlier Completion Date.

**7. Return of Funds to City.** At the City's sole option and notwithstanding any other provision of this Agreement, the City may direct the Bank in writing to liquidate any and all Eligible Securities held in or for the Escrow Account and to deliver all funds, cash, accrued interest and proceeds in the Escrow Account to the City. Such liquidation shall occur within thirty-five (35) calendar days of receipt of the written direction.

**8. Compensation of Bank.** Contractor shall be solely responsible for, and shall pay separately to the Bank, any and all fees, charges, or commissions of the Bank relating to the Escrow Account. No fees, charges or commissions of any kind may be deducted by the Bank from any property, funds, proceeds or Eligible Securities in the Escrow Account until and unless the City directs the release of the Escrow Account to the Contractor, in which case the Bank is hereby granted a lien upon the property, proceeds or Eligible Securities in the Escrow Account for the entire amount of unpaid Bank fees, costs or charges arising out of or relating to the Escrow Account. Said lien arises and is effective upon the City's written direction to release the Escrow Account to the Contractor. The City shall not be liable for any fees, charges, expenses or commissions relating to the Escrow Account or any Eligible Securities.

**9. Termination of Escrow By Bank.** Bank may terminate the escrow by giving written notice to the City and Contractor. Within twenty (20) calendar days of the receipt of such notice, the City and Contractor shall jointly appoint a successor escrow holder and instruct Bank to deliver all securities and funds of the Escrow Account to said successor. If Bank is not so notified of the appointment of a successor escrow holder, Bank may return all funds, securities and contents of the Escrow Account to the City

## **10. Definitions**

**"Agreement"** shall mean this document, including exhibit, when completely executed by the City, Contractor and Bank.

**"Bank"** shall mean that national or state chartered bank identified in Exhibit A that holds the escrow.

**"Check"** shall mean a check or warrant payable jointly to the Bank and Contractor, representing accrued Retainage.

**"City"** shall mean the City of Everett, a municipal corporation of the State of Washington

**"Completion Date"** shall mean that date occurring immediately after the expiration of the project duration (as defined by the contract for the public improvement), including any agreed extensions thereof. The initial Completion Date can be found at the top of the first page of this Agreement.

**"Contractor"** shall mean the undersigned contractor.

"*Escrow Account*" shall mean the escrow created by this Agreement.

"Eligible Securities" are those bonds and securities identified in the paragraph entitled, ***Eligible Securities*** on page 1 above.

"*Retainage*" shall mean moneys reserved by the City under the provisions of a public improvement contract.

**11. Miscellaneous.** With the possible exception of any agreement between the Bank and Contractor regarding amount and payment of fees, commissions and charges related to the Escrow Account, this document contains the entire agreement between the Bank, Contractor and the City with respect to this Escrow Account. This Agreement binds the assigns, successors, personal representatives and heirs of the parties hereto. Those persons executing this Agreement represent and warrant they are duly authorized to bind their principals to this Agreement and to execute this Agreement on their behalf. Venue for any dispute arising out of, or related to, this Agreement shall be Snohomish County, Washington. This Agreement shall be executed in triplicate, each of which shall be deemed to be an original.

<p>AGREED AND ACCEPTED this the ____ day of _____, 20__.</p> <p>Contractor:</p> <p>By: _____</p> <p>Typed or Printed Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>City: _____</p> <p>State: _____ Zip: _____</p>	<p>AGREED AND ACCEPTED by the City of Everett this the ____ day of _____, 20__.</p> <p>By _____</p> <p>Cassie Franklin, Mayor</p> <p>ATTEST:</p> <p>_____ City Clerk</p>
<p>PART 1 - AGREED AND ACCEPTED this the ____ day of _____, 20__.</p> <p>BANK: _____</p> <p>By: _____</p> <p>Typed or printed name: _____</p> <p>Its _____</p>	<p>STANDARD DOCUMENT APPROVED AS TO FORM OFFICE OF THE CITY ATTORNEY (10.22.21)</p>

**EXHIBIT A**

***City Supplied Information.*** The City provides the following information:

CITY SUPPLIED INFORMATION		
Project	Police Facilities Upgrades	FAC 2024-0315
	Name	Work Order # (if applicable)
Contractor		
	City Vendor #	
Bank		
	City Vendor #	
Completion Date	(as of Agreement date)	

***Bank Supplied Information.*** Bank provides the following information:

BANK SUPPLIED INFORMATION		
Bank		
	Name	
	Branch	
	Address/Phone	
	Contact Person/Account Officer	
Escrow Account		
	Account Name	Bank Account #

***Contractor Supplied Information.*** Contractor provides the following information:

CONTRACTOR SUPPLIED INFORMATION		
Contractor		
	Name	
	Address/Phone	
	Representative Authorized to Direct Investment	

**END OF SECTION 00 61 25**



---

**SECTION 00 63 25 - SUBSTITUTION REQUEST FORM**

PROJECT: POLICE FACILITIES UPGRADES

REQUEST NO.: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

We hereby submit for consideration, following product instead of specified item for above project:

<u>Section</u>	<u>Specified Item</u>
----------------	-----------------------

Proposed Substitution	_____
-----------------------	-------

Attach complete technical data, including laboratory tests, and samples, as applicable.

Attach detailed comparison of the significant qualities (size, weight, durability, performance and similar characteristics, and including visual effect where applicable) for the proposed substitution in comparison with the original requirements.

List complete installation changes and changes to Drawings and Specifications required by proposal.

Fill in Blanks Below:

A. Does substitution require change in Drawing dimensions? \_\_\_\_\_

B. Will Undersigned pay for resulting building design changes including engineering and detailing costs? \_\_\_\_\_  
\_\_\_\_\_

C. What effect does substitution have on other trades? \_\_\_\_\_

D. Differences between proposed substitution and specified item? \_\_\_\_\_

E. Manufacturer's guarantees of proposed and specified items are:

\_\_\_\_ Same \_\_\_\_ Different (Explain on attachment)

F. Name and address of three (3) similar projects on which product was used, and date of installation  
\_\_\_\_\_  
\_\_\_\_\_

G. Contract completion date is: \_\_\_\_ Same \_\_\_\_ Different (Explain on attachment).

H. Cost Savings? \_\_\_\_\_

Undersigned attests function and quality equivalent or superior to specified item and waives his rights to additional payment and time which may subsequently be necessitated, by failure of the substitution to perform adequately, and for the required work to make corrections thereof.

Signature must be by a person having authority to legally bind his firm to the above terms. Failure to provide legally-binding signature will result in approval retraction.

Submitted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

For use by Architect/Engineer:

\_\_\_\_\_ Accepted \_\_\_\_\_ Accepted as Noted \_\_\_\_\_ Not Accepted \_\_\_\_\_ Received Too Late

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

Remarks: \_\_\_\_\_

For use by Owner:

\_\_\_\_\_ Accepted \_\_\_\_\_ Accepted as Noted \_\_\_\_\_ Not Accepted \_\_\_\_\_ Received Too Late

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
Date

Remarks: \_\_\_\_\_

**END OF SECTION 00 63 25**

SECTION 00 63 63 - CHANGE ORDER - AGREED

Change Order No. \_\_\_\_\_  
Change Order Effective Date: \_\_\_\_\_

CITY OF EVERETT  
Change Order

Project Title	Police Facilities Upgrades
Department	Facilities
Work Order No.	FAC 2024-0315
Contractor:	
Contract Award Date:	
City Staff Contact:	
Change Order No.	
Change Order Effective Date	

CONTRACT SUM

	Original Contract Sum	Total of Previous Change Orders	This Change Order	Contract Sum After this Change Order
Amount	\$	\$	\$	\$
+ WSST	\$	\$	\$	\$
Total	\$	\$	\$	\$

CONTRACT TIME

Original Contract Time	Working Days <input type="checkbox"/> / Calendar Days <input type="checkbox"/>
Date of Notice to Proceed	
Cumulative adjustment to time by <i>prior</i> Change Orders	
Adjustment to time by <i>this</i> Change Order	
New Contract Time ( <i>including</i> this Change Order)	

Change Order No. \_\_\_\_\_

Change Order Effective Date: \_\_\_\_\_

Contractor and City agree as follows:

1. The scope of Work shall be changed to the extent described in Exhibit A.
2. The amount of this Change Order for the changes described in Exhibit A, represents complete compensation for the changes described in Exhibit A, including all direct and indirect costs and impacts. The Contract Sum shall be adjusted as described in this Change Order.
3. Everett Municipal Code 3.80.050 sets forth the threshold amounts below which the Mayor or his designee is authorized to direct Contractor to perform additional work. In calculating such threshold amounts, Washington State sales tax, if applicable to the Work, has been considered.
4. The Contract Time of the Contract shall be adjusted to the extent described in this Change Order.
5. Contractor waives and releases any and all claims arising out of, or related to, this Change Order, the work described in Exhibit A, and all work and actual or constructive changes that occurred or began prior to the date of this Change Order, including, but not limited to, claims for equitable adjustment of time and compensation, delay, impact, overhead, or inefficiencies. This provision does not apply to requests for equitable adjustment of time or price for which the Contractor timely and properly provided notice of a differing site condition, protest, dispute, claim or Contract Claim as required by the Contract Documents. If the Contract Documents establish a time period for notice of a differing site condition, protest, dispute, claim, or Contract Claim that ends after the date of this Change Order, but relates to work performed prior to the date of this Change Order, then this provision does not apply if the Contractor timely and properly submits such notice.
6. This Change Order only changes the contract between Contractor and City to the extent explicitly provided herein.
7. Signature(s) on this Change Order may be by pdf, email, fax or other electronic means, in which case such signature(s) will have the same effect as an original ink signature. This Change Order may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

CITY			
     _____ Mayor Date: _____		Attest:     _____ City Clerk Date: _____	
Standard Document Approved as to Form Office of the City Attorney (2.17.22)			
Recommended By:			
Construction Manager (if applicable)     _____ Date: _____	Project Manager (if applicable)     _____ Date: _____	Engineering Manager (if applicable)     _____ Date: _____	Department Director     _____ Date: _____
CONTRACTOR			
     By _____ Officer			
     Date: _____			

**Exhibit A—Description of Changed Work**

**END OF SECTION 00 6363**

**SECTION 00 63 65 - CHANGE ORDER – UNILATERAL**

Change Order No. \_\_\_\_\_

Change Order Effective Date: \_\_\_\_\_

**CITY OF EVERETT  
Unilateral Change Order**

*Project Title* \_\_\_\_\_ Police Facilities Upgrades

*Department* \_\_\_\_\_ Facilities

*Work Order No.* \_\_\_\_\_ FAC 2024-3015

*Contractor:* \_\_\_\_\_

*Contract Award Date:* \_\_\_\_\_

*City Staff Contact* \_\_\_\_\_

*Change Order No.* \_\_\_\_\_

*Change Order Effective Date* \_\_\_\_\_

**CONTRACT SUM**

	Original Contract Sum	Total of Previous Change Orders	This Change Order	Contract Sum After this Change Order
Amount	\$	\$	\$	\$
+ WSST	\$	\$	\$	\$
Total	\$	\$	\$	\$

**CONTRACT TIME**

Original Contract Time	Working Days <input type="checkbox"/> / Calendar Days <input type="checkbox"/>
Date of Notice to Proceed	
Cumulative adjustment to time by <i>prior</i> Change Orders	
Adjustment to time by <i>this</i> Change Order	
New Contract Time ( <i>including</i> this Change Order)	

---

As allowed by the Contract, the City directs the Contractor as follows:

1. The Scope of Work shall be changed to the extent described in Exhibit A.
2. The Contract Sum shall be adjusted as described in this Change Order.
3. The Contract Time of the Contract, and contractually scheduled completion date, shall be adjusted to the extent described in this Change Order.
4. Unless the Contractor timely and properly follows the procedures in the Contract Documents for seeking further equitable adjustment of time and compensation, including, but not limited to, delays, impacts, inefficiencies, overhead, and direct and indirect costs, and except as otherwise expressly provided herein, the Contractor will be barred from (a) asserting any claim for further adjustment of time and compensation arising out of, or relating to, the charges described in this Change Order or Work described in Exhibit A and (b) asserting an equitable adjustment of time or price arising earlier than the date of this Change Order.

This provision does not apply to requests for equitable adjustment of time or price for which the Contractor timely and properly provided notice of a differing site condition, protest, dispute, claim or Contract Claim as required by the Contract Documents. If the Contract Documents establish a time period for notice of a differing site condition, protest, dispute, claim, or Contract Claim that ends after the date of this Change Order, but relates to work performed prior to the date of this Change Order, then this provision does not apply if the Contractor timely and properly submits such notice.

5. This Change Order only changes the Contract between Contractor and City to the extent explicitly provided herein.



CITY			
		Attest:	
		Standard Document Approved as to Form Office of the City Attorney (2.17.22)	
_____ Mayor Date: _____		_____ City Clerk Date: _____	
Recommended By:			
Construction Manager (if applicable)	Project Manager (if applicable)	Engineering Manager (if applicable)	Department Director
_____ Date: _____	_____ Date: _____	_____ Date: _____	_____ Date: _____

---

**Exhibit A—Description of Changed Work**

**END OF SECTION 00 6365**

**SECTION 00 65 19 - CERTIFICATE OF COMPLETION FORM**

CONTRACTOR: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: WA  
PROJECT TITLE: Police Facilities Upgrades  
PROJECT NO. \_\_\_\_\_  
DATE WORK COMPLETED: \_\_\_\_\_  
FINAL CONTRACT SUM: \$ \_\_\_\_\_

**CONTRACTOR'S CERTIFICATION**

I, the undersigned, certify and declare, under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct: I am authorized to sign for the claimant; that in connection with the work performed and, to the best of my knowledge, no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Everett, nor have I rented or purchased any equipment or materials from any employee of the City of Everett; that the attached final statement is a true and correct statement showing all the monies due the claimant from the City of Everett for work performed and material furnished under this Contract; that I have carefully examined said final statement and understand the same and; that I, on behalf of the claimant, hereby release and forever discharge the City of Everett from any and all claims of whatsoever nature which I or the claimant may have, arising out of the performance of said Contract, which are not set forth in the attached statement.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .  
(City, State)

X \_\_\_\_\_ X \_\_\_\_\_  
CONTRACTOR AUTHORIZED TITLE  
SIGNATURE

**DEPARTMENT CERTIFICATION**

APPROVED DATE: \_\_\_\_\_

I certify the attached final statement to be true and correct to the best of my knowledge.

X \_\_\_\_\_  
Project Manager

X \_\_\_\_\_  
Director

**ADMINISTRATION USE ONLY**

Date of Final Acceptance \_\_\_\_\_

By: X \_\_\_\_\_  
Cassie Franklin, Mayor

Standard Document  
Approved as to Form  
Office of the City Attorney  
(10.22.21)

**INSTRUCTIONS**

The Affidavit of Wages Paid must be prepared by the prime contractor, all subcontractors, and all subcontractor's agents and forwarded with the Final Contract Voucher Certification.

Contractor's Claims, if any, must be included and the Contractor's Certification must be labeled indicating a claim attached.

**END OF SECTION 00 6519**

---

**SECTION 00 72 00  
GENERAL CONDITIONS  
CONTENTS**

<b>1. GENERAL INFORMATION.....</b>	<b>1</b>
1.1 Definitions of Words and Terms .....	1
1.2 Contract Documents .....	5
<b>2. SPECIFICATIONS AND DRAWINGS .....</b>	<b>6</b>
2.1 Interpretation of Specifications and Drawings .....	6
2.2 Division of Specifications and Drawings .....	6
2.3 Discrepancies in Specifications and Drawings .....	6
2.3.1 Errors and Omissions .....	6
2.3.2 Conflicting Provisions .....	7
2.3.3 Utilities .....	7
2.3.3.1 General .....	7
2.3.3.2 Known Utilities .....	8
2.3.3.3 Service Connections .....	8
2.3.3.4 Unknown Utilities .....	8
2.4 Submittals .....	8
2.5 Contractor's Copies of Contract Documents .....	8
<b>3. OWNER .....</b>	<b>9</b>
3.1 General .....	9
3.2 Owner's Representative .....	9
<b>4. CONTRACTOR .....</b>	<b>10</b>
4.1 Contractor's Representative .....	10
4.2 Construction Procedures .....	11
4.3 Subcontractors .....	11
4.4 Responsibilities .....	12
4.4.1 Subcontractors, Manufacturers and Suppliers .....	12
4.4.2 Contractor's Employees .....	12
4.4.3 Payment for Labor and Materials .....	12
4.4.4 Attention to Work .....	13
4.4.5 Safety .....	13
4.4.6 Threats, Intimidation and Harassment Forbidden .....	13
4.4.7 Weapons Forbidden .....	13
4.4.8 Safety Standards .....	13
4.4.9 Public Safety and Convenience .....	13
4.4.10 Access to Work .....	14
4.4.11 Emergencies .....	14
4.4.12 Trench Excavation .....	14
4.5 Owner-Contractor Coordination .....	14
4.5.1 Service of Notice .....	14
4.5.2 Suggestions to Contractor .....	15

---

4.5.3	Meetings with Owner .....	15
4.5.4.	Cooperation with Others.....	15
<b>5.</b>	<b>PROGRESS AND COMPLETION .....</b>	<b>16</b>
5.1.	Notice to Proceed .....	16
5.2.	Contract Time.....	16
5.2.1.	General.....	16
5.2.2.	Construction Schedule .....	16
5.2.2.1	General.....	16
5.2.2.2	Extensions of Contract Time .....	17
5.2.3.	Construction Progress.....	18
5.2.4.	Delays .....	18
5.2.4.1	General.....	18
5.2.4.2	Bonuses.....	18
5.3.	Suspension Procedures .....	18
5.4.	Termination Procedures.....	19
5.4.1.	Termination by Owner for Default .....	19
5.4.2.	Termination for Convenience .....	20
5.4.3.	Termination by Contractor after Suspension .....	20
5.4.4.	Contractor Obligations upon Termination .....	20
5.4.5.	Ownership of Materials upon Termination.....	21
5.4.6.	Opportunity to Cure.....	21
5.4.7	Waiver of Remedies for Any Breach.....	21
5.5.	Possession and Use of Completed Portions of the Work.....	21
5.6.	Possession of Incomplete Portions of the Project.....	21
5.7.	Substantial Completion .....	21
5.8.	Acceptance of Work.....	22
<b>6.</b>	<b>CHANGES .....</b>	<b>22</b>
6.1	Owner's Right to Direct Changes to the Work.....	22
6.2	Extra Work .....	23
6.3	Change Orders .....	23
6.4	Value Engineering and Cost Sharing.....	23
<b>7.</b>	<b>LABOR STANDARDS .....</b>	<b>24</b>
7.1.	Wages of Employees .....	24
7.1.1.	General.....	24
7.1.2.	Contractor's Responsibility .....	24
7.1.3.	Federal Labor Requirements.....	24
7.2.	Payment Certificates.....	24
7.3.	Hours of Labor .....	25
7.4.	Contract Work Hours .....	25
7.5.	Overtime Work.....	26
7.6	Labor Relations .....	26
<b>8.</b>	<b>MATERIAL, EQUIPMENT, WORKMANSHIP AND CONSTRUCTION UTILITIES.....</b>	<b>26</b>

---

8.1.	General .....	26
8.2.	Product Data .....	27
8.3.	Quality .....	27
8.4.	Material and Equipment Specified by Name.....	27
8.5.	Requests for Substitution.....	27
8.6.	Demonstration of Compliance with Contract Requirements .....	27
8.6.1.	Inspection.....	27
8.6.2.	Samples of Materials .....	28
8.6.3.	Certification .....	28
8.6.4.	Inspection at Point of Manufacturing .....	28
8.6.5.	Testing and Commissioning of Completed Work.....	28
8.6.6.	Storage of Materials and Equipment.....	28
8.6.7.	Manufacturer's Directions.....	29
8.7.	Defective Work .....	29
8.7.1.	Correction of Defective Work .....	29
8.7.2.	Retention of Defective Work.....	29
8.8.	Materials and Equipment Furnished by Owner .....	29
8.9.	Guarantee.....	30
8.10.	Correction Period .....	30
<b>9.</b>	<b>MEASUREMENT AND PAYMENT .....</b>	<b>31</b>
9.1.	Payments to Contractor .....	31
9.1.1.	Schedule of Values .....	31
9.1.2.	Progress Payments .....	31
9.1.2.1	Payment Request Procedures:.....	31
9.1.2.2	Review Procedures: .....	31
9.1.2.3	Retained Percentage.....	32
9.1.2.4	Withholding .....	32
9.1.3.	Final Payment .....	32
9.2.	Payment for Changes.....	33
9.2.1.	Changes in Estimated Quantities of Unit Price Work.....	33
9.2.1.1.	Increased Quantities.....	33
9.2.1.2.	Decreased Quantities .....	34
9.2.1.3.	Limitations.....	34
9.2.2.	Changes in Work Not Covered By Unit Prices.....	34
9.2.3.	Deleted Work.....	34
9.3.	Charges to Contractor.....	35
9.4.	Compensation to Owner for Time Extension .....	35
9.5.	Adjustment of Contract Sum .....	35
9.5.1	Calculation .....	35
9.5.2	Limitations .....	36
9.5.3	Unabsorbed and Extended Overhead.....	36
9.6.	Force Account .....	37
9.6.1	Labor.....	37

9.6.2.	Materials .....	38
9.6.3.	Equipment.....	38
9.6.4.	For Services. ....	39
9.6.5.	For Mobilization .....	39
9.6.6.	For Contractor Markup on Subcontractor's Work.....	39
9.7.	Retainage .....	40
<b>10.</b>	<b>NOTICE TO OWNER.....</b>	<b>41</b>
10.1	When Notice Must Be Given.....	41
10.2	Form of Notice .....	42
10.3	Supplemental Information .....	42
<b>11.</b>	<b>DIFFERING SITE CONDITIONS.....</b>	<b>42</b>
<b>12.</b>	<b>CONTRACT CLAIMS .....</b>	<b>43</b>
12.1	General .....	43
12.2	Contents.....	44
12.3	FALSE OR OMITTED INFORMATION.....	45
12.4	Remedies .....	45
12.4.1	General.....	45
12.4.2	Extra Work .....	45
12.4.2.1	Adjustment of Contract Sum .....	45
12.4.2.2	Extension of Contract Time .....	46
12.4.3	Delays .....	46
12.4.3.	Owner Caused Delay Unrelated to Extra Work .....	46
12.4.3.1.1	Adjustment of Contract Sum.....	46
12.4.3.1.2	Adjustment of Contract Time.....	46
12.4.3.2	Contractor Caused Delay .....	46
12.4.3.3	Delays Concurrently Caused by Contractor and Owner .....	46
12.4.3.3.1	Adjustment of Contract Sum.....	46
12.4.3.3.2	Adjustment of Contract Time.....	46
12.4.3.4	Third Party Caused Delays and Force Majeure .....	46
12.4.3.4.1	Caused Solely by Third Parties or Force Majeure .....	46
12.4.3.4.1.1	Adjustment of Contract Sum.....	<b>Error! Bookmark not defined.</b>
12.4.3.4.1.2	Adjustment of Contract Time.....	<b>Error! Bookmark not defined.</b>
12.4.3.4.2	Caused Concurrently by Third Parties and Contractor or Owner ...	<b>Error! Bookmark not defined.</b>
12.4.3.4.2.1	Adjustment of Contract Sum.....	<b>Error! Bookmark not defined.</b>
12.4.3.4.2.2	Adjustment of Contract Time.....	<b>Error! Bookmark not defined.</b>
12.4.3.5	Extended or Unabsorbed Overhead .....	47
12.4.3.5.1	General.....	47
12.4.3.5.2	Elements.....	47
12.4.3.5.2.1	Resources .....	48
12.4.3.5.2.2	No Material Variations.....	48
12.4.3.5.2.3	Overabsorbed Overhead.....	48
12.4.4	Inefficiencies.....	48
12.4.4.1	Adjustment of Contract Sum .....	48



12.4.4.2	Adjustment of Contract Time .....	48
<b>13.</b>	<b>DISPUTES .....</b>	<b>49</b>
13.1	Resolution.....	49
13.2	Continuing the Work .....	49
<b>14.</b>	<b>TIME LIMITATIONS AND JURISDICTION .....</b>	<b>49</b>
<b>15.</b>	<b>LIABILITY AND INSURANCE.....</b>	<b>49</b>
15.1	General .....	49
15.2	Bonds.....	49
15.2.1	Payment and Performance Bonds .....	49
15.2.2	Maintenance Bond .....	50
15.3	Insurance .....	50
15.3.1	General.....	50
15.3.2	Insurer Rating .....	50
15.3.3	Claims Made Form Requirements .....	50
15.3.4	Cross Liability Endorsement .....	50
15.3.5	Additional Insured .....	50
15.3.6	Contractor Insurance Primary .....	51
15.3.7	Assumption of Risk .....	51
15.3.8	Cost Included in Price.....	51
15.3.9	Subcontractors .....	51
15.3.10	No Work Until Insurance Requirements Met .....	51
15.3.11	Failure to Procure and Maintain Insurance .....	51
15.3.12	Cancellation .....	52
15.3.13	Evidence of Insurance.....	52
15.3.14	Coverages and Limits .....	52
15.3.14.1	CGL .....	52
<del>15.3.14.2</del>	<del>Builders' Risk .....</del>	<del>53</del>
15.3.14.3	Other Coverages .....	53
15.3.14.4	Limits .....	53
15.3.14.5	Automobile .....	54
15.3.14.6	Excess or Umbrella Liability .....	54
15.3.14.7	Pollution Liability .....	54
15.3.14.8	Worker's Compensation .....	54
15.3.15	Self-Insurance .....	54
<b>16.</b>	<b>LAWS, REGULATIONS AND PERMITS .....</b>	<b>54</b>
16.1	General .....	54
16.2	Permits and Licenses .....	55
16.3	Patents and Royalties.....	55
<b>17.</b>	<b>AUDITS.....</b>	<b>55</b>
17.1	General .....	55
17.2	Claims.....	56
17.3	Required Documentation for Audits.....	56

<b>18. MISCELLANEOUS .....</b>	<b>57</b>
18.1 Construction .....	57
18.2 Applicable Law and Choice of Forum.....	57
18.3 Severability.....	57
18.4 Headings for Convenience.....	57
18.5 Waiver .....	57
18.6 City of Everett Business License.....	57
18.7 Compliance with Federal, State and Local Laws .....	57
18.8 Complete Agreement.....	58
18.9 Successors Bound.....	58
18.10 Effective Date.....	58
18.11 Contractor Registration .....	58

## 1. GENERAL INFORMATION

### 1.1 DEFINITIONS OF WORDS AND TERMS

Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of all words and terms.

**Addenda:** Written or graphic instruments issued prior to the opening of Bids that clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

**Additive:** A supplemental unit of work or group of bid items, identified separately in the Bid Form, that may, at the discretion of the City, be awarded in addition to the base Bid.

**Alternative or Alternate:** One of two or more units of Work or groups of bid items, identified separately in the Bid Form, from which the City may make a choice between different methods or material of construction for performing the same Work.

**Application for Payment:** Form acceptable to Owner that Contractor is to use during the course of the Work in requesting progress or final payments that is to be accompanied by such supporting documentation as is required by the Contract Documents.

**Architect:** An individual or entity retained by the Owner to be the Owner's representative with regard to matters of design intent. The terms "Owner's Representative", "Engineer" and "Architect" are interchangeable.

**Award Date:** The date of the formal action by the Everett City Council to accept the lowest responsible and responsive Bidder for the Work.

**Bid:** The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

**Bid Form** – The form provided to Bidders by the City for submittal of a Proposal or Bid to the City for a specific project.

**Bidder:** An individual, partnership, firm, corporation, or joint venture, submitting a Bid.

**Bid Opening Date:** The date the Everett City Clerk publicly opens and reads the Bids.

**Call for Bids (Advertisement for Bids):** The published public notice soliciting or Bids for Work stating, among other things, the time, place, and date for receiving and opening the Bids.

**Change Order:** Reference to Change Order shall include all rights of the Owner and Contractor under **ARTICLE 6. CHANGES.**

**Completion Date:** Date on which Project is ready for Final Acceptance. All physical Work, including Punch List, is complete and Contractor has completed and fulfilled all contractual obligations except any maintenance of landscaping. Contractual obligations that must be fulfilled prior to achievement of the Completion Date include, but are not limited to, the Contractor's furnishing all documentation (including correct, complete and accurate as-built or record drawings) and operation and maintenance manuals and transfer of warranties.

**Contract:** Agreement signed by the Owner and Contractor (Section 005213). Depending on context, "Contract" may also refer to the Contract Documents as a whole. Contract Documents are defined in section 1.2 below.

**Contract Claim:** Any request by the Contractor for additional time or money (adjustment of Contract Sum or Contract Time) irrespective of the cause or reason for the request. Contract Claims include, but are not limited to, requests by the Contractor for additional time or money due to Extra Work, inefficiencies, Delays, interferences, and problems with the design. Contract Claim includes, but is not limited to, claims or requests by Subcontractors for extensions of Contract Time, adjustment of Contract

Sum, additional compensation that the Contractor attempts to pass through or assert against the Owner, or claims against the Owner arising out of a third party's claim against the Contractor.

**Contract Sum:** The price in dollars stated in the Contract to be paid by the Owner to the Contractor for the Work described in the Contract Documents, as modified by any Change Orders.

**Contract Time:** The duration of the Project as stated in the Contract and as modified by any Change Orders.

**Contractor:** The individual or entity with whom Owner has entered into the Agreement.

**Day:** Calendar day, unless explicitly stated otherwise.

**Delay:** Any increase of the duration of the critical path of the Project.

**Dispute:** Any controversy or disagreement.

**Drawings:** That part of the Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor Submittals are not Drawings as so defined.

**Effective Date of Agreement:** See **18.10 EFFECTIVE DATE**.

**Engineer:** An individual or entity retained by the Owner to be the Owner's representative with regard to matters of design intent. The terms "Owner's Representative", "Engineer" and "Architect" are interchangeable.

**Equipment:** Mechanical, electrical, instrumentation, or other devices with one or more moving parts, or devices requiring an electrical, pneumatic, electronic, or hydraulic connection.

**Extended Overhead:** The increase in Overhead costs attributable to an extension of Contract Time.

**Extra Work:** Providing materials and Equipment and the performance of Work not directly called for in, or implied by, the Contract Documents, such that Contractor would be entitled to an adjustment of Contract Sum and possibly an extension of Contract Time.

**Field Order:** A written order issued by Owner's Representative that requires minor changes in the Work, but does not involve a change in the Contract Sum or the Contract Time.

**Final Acceptance:** Formal action by Everett City Council determining that all of the Contractor's Work has been completed, except for any landscaping maintenance.

**Float:** The amount of time between the early start date and the late start date, or the early finish date and the late finish date of any activity in the project schedule.

**Force Account:** Costs of performing Work as defined in **9.6. FORCE ACCOUNT**.

**Furnish, Install, Perform, Provide, Supply:** The word "Furnish" or the word "Install" or the word "Perform" or the word "Provide" or the word "Supply," or any combination or similar directive or usage thereof, shall mean furnishing and incorporating in the Work including all necessary labor, materials, equipment, and everything necessary to perform the Work indicated, unless specifically limited in the context used.

**General Conditions:** This Section 007200 of the Contract Documents.

**May:** Conduct that is permitted, but not required.

**Milestone:** A principal event specified in the Contract documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

**Notice:** A signed, written communication by the Contractor to the Owner as described in **ARTICLE 10. NOTICE TO OWNER**.

**Notice of Award:** The written notice from the City of Everett to the successful Bidder signifying the City's acceptance of the Bid. No Contract is formed until the Effective Date.

**Notice to Proceed:** The written Notice from the Owner or Owner's Representative to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract Time begins. Multiple and partial Notices to Proceed may be issued on a single Project.

**Over-absorbed Overhead:** Over recovery of fixed indirect costs that occurs when a Contractor performs more overall Work than it otherwise would have performed.

**Overhead:** For the purpose of calculating additional compensation under this section of the Contract, Overhead shall include only those costs that are expended for the administration of the business as a whole. Such costs usually accrue or are incurred due to the passage of time, and cannot be traced to a particular project or Contract. Examples of possible Overhead costs include, but are not limited to, General and Administrative salaries and benefits, rent, general company insurance (exclusive of insurance on owned equipment that is directly job costed), depreciation on office facilities, utilities, maintenance, office supplies, general company accounting and legal fees (exclusive of amounts expended directly on any specific project), personal property taxes, general company business licenses, dues and subscriptions.

The following costs and expenses are excluded from the definition and calculation of Overhead.

Overhead costs that vary substantially with the volume of Work performed (as measured by billings) shall not be included in Overhead for the purpose of determining additional compensation for Extended or Unabsorbed Home Office Overhead or both.

Examples of costs that are not included in Overhead include, but are not limited to, travel and business meetings, telephones, professional fees expended for the benefit of a specific project, union welfare benefits, payroll taxes and equipment rental.

If related party transactions are included in a Contractor's Overhead, they shall be explicitly identified as related party transactions and shall not exceed amounts that would be incurred in an arms-length transaction for the provision of the same or similar goods and services. If such transactions exist and the amounts paid by the Contractor and included in Overhead are in excess of that which would normally be expended in an arms-length transaction, an adjustment, in the form of a reduction in the amount for calculation purposes, shall be included in any calculation in determining the amount of Allocable Overhead.

Overhead shall not include any cost directly attributable to a particular project. If a cost can be traced to a particular Contract, the Contractor may not classify the cost as Overhead.

Indirect or home office costs that vary substantially with the amount of Work performed shall not be included in the group of costs comprising Overhead.

Overhead shall not include costs specifically disallowed by Federal Acquisition Regulations, Subpart 31.2 – Contracts with Commercial Organizations, or its successor. Further, "Overhead" shall not include the costs of "field support services" that are more closely direct costs in nature, regardless of the manner in which the Contractor normally accounts for such costs. An example of such disallowed cost would be for material handling and expediting, which are costs incurred for the direct support and benefit of specific project(s).

In addition to compliance with Federal Acquisition Regulations, Subpart 31.2 examples of specific costs not allowed in a calculation under this section of the Contract include, but are not limited to, Incentive Compensation paid to personnel classified as Overhead and otherwise includable under this section of Contract, travel and business meetings, employer paid benefits and taxes on direct payroll costs of any project, insurance costs directly identifiable to a specific project, penalties, and costs incurred regarding company owned equipment normally classified as a direct project costs.

**Owner:** The City of Everett, Washington. "Owner" and the "City" mean the same.

**Owner's Representative:** The person designated in writing and employed or retained by the Owner to act as its representative at the construction Site and to perform construction inspection service and administrative functions relating to this Contract. The terms "Owner's Representative", "Engineer" and "Architect" are interchangeable.

**Person:** Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

**Physical Completion:** Physical Completion Date is the day all of the Work is physically completed on the Project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

**Progress Schedule:** A schedule prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Time.

**Project:** The undertaking to be performed under the provisions of the Contract.

**Punch List:** List of incomplete items of Work and of items of Work that are not in conformance with the Contract Documents, prepared after Substantial Completion.

**Reference Information:** Information provided to the Contractor by the City that is not part of the Contract.

**RCW:** Means the Revised Code of Washington.

**Samples:** Physical examples of materials, Equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

**Schedule of Values:** Allocation of Contract Sum to items of Work as provided in **9.1.1. Schedule of Values**.

**Shall:** Required conduct.

**Shop Drawings:** All drawings, diagrams, illustrations, schedules, and other data or information, which are specifically prepared or assembled by or for Contractor and submitted by Contractor, to illustrate some portion of the Work.

**Shown:** Refers to information presented on the Drawings, with or without reference to the Drawings.

**Site:** Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner that are designated for the use of Contractor.

**Specifications:** That part of the Contract Documents consisting of written descriptions of the technical features of materials, Equipment, construction systems, standards, and workmanship.

**Specify:** Refers to information described, shown, noted or presented in any manner in any part of the Contract Documents.

**Subcontractor:** An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

**Submittals:** The information required by the Contract Documents provided by Contractor to the Owner's Representative or Owner.

**Substantial Completion:** The day on which the Owner or Owner's Representative determines the Owner has full and unrestricted use and benefit of the Project, from both the operational and safety standpoints and only minor incidental Work, replacement of temporary substitute facilities, or minor correction or repair Work remains. Determination of Substantial Completion in whole or in part is solely at the discretion of the Owner. Substantial Completion does not mean complete in accordance with the Contract nor shall Substantial Completion of all or any part of the Project entitle the Contractor to Final Acceptance under the Contract.

**Supplier:** A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or Equipment to be incorporated in the Work.

**Total Float:** The amount of time any given activity or path of activities may be delayed before it will affect the Completion Date.

**Traffic:** Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

**Unabsorbed Overhead:** The reduction or loss of contribution to recovery of the Contractor's Overhead costs realized by the result of reduced Project or Contractor billings, or both, due to any reason whatsoever, including a Project extension.

**Unit Price Work:** Refers to items of Work identified by unit prices in the Bid form.

**Work:** Refers to the Project and the provision of all labor, materials, Equipment, supplies, services, and other items necessary for the execution, completion and fulfillment of the Contract.

## 1.2. CONTRACT DOCUMENTS

The complete Contract includes the following, which are Contract Documents:

1. Federal and state requirements that apply to this Contract and Project;
2. Supplemental agreements between Owner and Contractor, if any, subsequent to the Owner's execution of the Contract and signed by the Mayor of the City of Everett for Owner and by an authorized representative of Contractor
3. Change Orders;
4. Addenda;
5. The Contract;
6. Bid Form;
7. Specifications, including, but not limited to, these General Conditions and other numbered Documents and Sections;
8. Supplementary Conditions, if any;
9. Drawings and plans;
10. City of Everett standard plans in effect as of the date Bids are opened;
11. Notice to Bidders/Instructions to Bidders; and
12. Certifications and affidavits as required by this Contract and by law.

Any inconsistency in the parts of the Contract shall be resolved by following this order of precedence in the list above (e.g., 1 presiding over 2, 3, 4, 5, and 6; 2 presiding over 3, 4, 5, and 6; and so forth). This order of precedence shall not apply when Work is required by one part of the Contract but omitted from another part or parts of the Contract. The Work required in one part must be furnished even if not mentioned in other parts of the Contract.

These parts complement each other in describing the complete Work. Any requirement in one part binds as if stated in all parts. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically. Any inconsistency in the parts of the Contract shall be referred to the Owner's Representative attention for a determination of the intended requirements.

The Work required in one part must be furnished even if not mentioned in other parts of the Contract. If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that the Contractor will follow or observe the practice in performing the Work. In case of any ambiguity, disagreement or Dispute over interpreting the Contract, the Owner's Representative's decision will be final as provided in these General Conditions.

Approved Shop Drawings, other Contractor's Submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

## **2. SPECIFICATIONS AND DRAWINGS**

### **2.1. INTERPRETATION OF SPECIFICATIONS AND DRAWINGS**

The Specifications and Drawings are intended to be explanatory and supportive of each other. Work specified on the Drawings and not in the Specifications, or vice versa, shall be executed as if specified in both. In the event the Work to be done or matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall immediately ask the Owner's Representative for further explanation and shall comply with such explanation. In the event of doubt or question arising respecting the true meaning of the Specifications or Drawings, Contractor shall refer to the Owner's Representative for his or her decision.

The Specifications may vary in form, format and style. Some specification sections are written in varying degrees of streamlined or declarative style and some sections may be relatively narrative by comparison. Omissions of such words and phrases as "the Contractor shall," "in conformity with," "as shown," or "as specified" are intentional in streamlined sections. Omitted words and phrases shall be supplied by inference. Similar types of provisions may appear in various parts of a section or articles within a part depending on the format of the section. The Contractor shall not take advantage of any variation of form, format or style in making claims for extra Work.

The cross referencing of specification sections under the subparagraph heading "Related Sections include but are not necessarily limited to:" and elsewhere within each specification section is provided as an aid and convenience to the Contractor. The Contractor shall not rely on the cross referencing provided and shall be responsible to coordinate the entire Work under the Contract Documents and provide a complete Project whether or not the cross referencing is provided in each section or whether or not the cross referencing is complete.

Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

No provision of a standard, specification, manual or code, or an instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Owner's Representative, or their Subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Owner's Representative, or their related entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

### **2.2. DIVISION OF SPECIFICATIONS AND DRAWINGS**

Specifications and Drawings are divided into groups for convenience. These divisions are not for the purpose of apportioning Work or responsibility for Work among Subcontractors, Suppliers and manufacturers. The Contractor is responsible for all Work shown or described, regardless of location(s) in the Contract Documents.

### **2.3. DISCREPANCIES IN SPECIFICATIONS AND DRAWINGS**

#### **2.3.1. Errors and Omissions**

If the Contractor, in the course of the Work, becomes aware of any errors or omissions in the Contract Documents or in the Owner's field work, he or she shall immediately inform the Owner's Representative in writing. The Owner's Representative will promptly review the matter and if he or she finds an error or



omission has been made, then he or she will determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission significantly increases or decreases the amount of Work called for in the Contract, the Owner will issue an appropriate Change Order. After discovery by the Contractor of an error or omission, related work performed by the Contractor shall be done at its risk unless authorized by the Owner's Representative and approved by the Owner. Omissions from the Drawings or Specifications or the misdescription of details of Work that are manifestly necessary to carry out the intent of the Drawings and Specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the Work, but they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications.

### **2.3.2. Conflicting Provisions**

Figure dimensions on drawings shall govern over scale dimensions and detail drawings shall govern over general drawings. In the event an item of Work is described differently in two or more locations on the Drawings and in the Specifications, the Contractor shall, upon request of the Owner's Representative, submit in writing to the Owner's Representative the description upon which the Contractor relied in preparing its Bid or laying out the Work. If the Owner's Representative directs the Contractor to perform Work in a manner other than that contemplated by the Contractor in preparing its Bid or laying out the Work, Change Order procedures will be followed. In this event, the Contractor shall submit to the Owner's Representative such supporting information, including bidding or layout documents, as may reasonably be necessary for the Owner's Representative to determine whether the Contract Sum is increased, decreased or unchanged by the Change Order.

### **2.3.3. Utilities**

#### **2.3.3.1 General**

The Owner has endeavored to determine the existence of utilities at the Site of the Work from the records of the owners of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown on the Drawings. No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the Drawings. It shall be the responsibility of the Contractor to determine the exact location of utilities and service connections thereto. Such field verification must be performed in sufficient time so as not to impede the progress of the Work or fabrication of materials to be incorporated into the Work. The Contractor shall call the Utility Location Request Center (one call center) for location of utilities in the field not less than two (2) nor more than (10) ten business days before the scheduled date of commencement of excavation. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of existing utilities, including service connections, prior to commencing work that could result in damage to such utilities. The Contractor shall immediately notify the Owner's Representative as to any utility discovered by him in a different position than shown on the Drawings or which is not shown on the Drawings. No excavation shall begin until all known facilities in the excavation areas have been marked. Contractor shall coordinate its activities with the utility provider. Contractor shall bear the cost of maintaining utility service.

The Contractor should be aware of, and comply with, Chapter 19.122 RCW, a law relating to underground utilities. The Owner shall not pay Contractor any of Contractor's cost of complying with this law, or repairing or indemnifying any damage or injury arising out of Contractor's failure to comply with this law.

Owner does not represent or warrant who may be obligated to pay for the cost of relocation or temporary maintenance of the utility. Contractor shall investigate whether such cost must be borne by the owner of the utility.

Governmental agencies and owners of utilities reserve the right to enter upon streets, alleys, rights-of-way, or easements for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property.

---

**2.3.3.2 Known Utilities**

The Contractor shall provide at its sole expense all labor, equipment, materials and services necessary to remove, relocate, or maintain utilities specified on the Drawings. The work on each utility shall be performed in a manner satisfactory to the utility owner. The utility owner has the option of doing such work with its own forces at the Contractor's expense, or permitting the work to be performed by the Contractor.

**2.3.3.3 Service Connections**

Locations of service connections are not identified on the Drawings. The Contractor shall provide at its sole expense all labor, equipment and material to remove, relocate or maintain service connections. Work on service connections shall be performed in a manner satisfactory to the service connection owner. The service connection owner has the option of doing such work with its own force at the Contractor's expense, or permitting the work to be performed by the Contractor.

**2.3.3.4 Unknown Utilities**

When a utility interferes with the Work and is either (1) not identified on the Drawings or (2) located in a position significantly different from that specified on the Drawings, Contractor shall follow the procedures of **ARTICLE 11. DIFFERING SITE CONDITIONS**. Interference with the Work is defined as a utility that crosses or projects into the plane of the Work at an elevation between the top and bottom of the Work. If it is necessary to remove, relocate, or temporarily maintain the utility, that work shall be included in a Change Order. The utility owner has the option of doing such work or permitting the work to be performed by the Contractor. In either case, the cost of the work incurred by or charged to the Contractor will be included in a Change Order.

**2.4. SUBMITTALS**

Where required by the Contract Documents, the Contractor shall submit information which will enable the Owner's Representative to advise the Owner whether the Contractor's proposed materials, Equipment or methods of work are in general conformance to the design concept and in compliance with the Drawings and Specifications, such as catalog cuts and shop, working or detail drawings. In its Submittals, the Contractor shall expressly and explicitly notify the Owner's Representative of any and all deviations from the Specifications. Without express and explicit Notice of a deviation from the Contract requirements, approval of a Submittal does not relieve Contractor from complying with Contract requirements. The Owner's approval of a Submittal does not constitute a waiver of the Contract requirements. The Owner or Owner's Representative shall respond to a Submittal within thirty (30) days of receipt. The Owner or Owner's Representative may extend this time for good cause by notifying the Contractor. The Owner will not be obligated to accept or pay for Work performed by the Contractor that may be affected by materials, Equipment, or methods of work not submitted in a timely manner so that final review can be accomplished before the affected Work is complete. The Owner shall not be responsible for Delays, inefficiencies, or any additional costs or expenses caused in whole or in part by Contractor's failure to submit required information in sufficient time for review, comment, and correction. Contractor's failure to submit required information in sufficient time for review, comment and correction shall be deemed a waiver of any and all Contract Claims for adjustment of Contract Sum or Contract Time arising out of, or related to, such a Submittal. Contractor acknowledges and agrees that it may not rely upon receiving the Owner's response to a Submittal in less than thirty (30) days, unless the Owner explicitly changes this section by a signed Change Order. Requests for information or clarification from the Contractor to the Owner shall be treated as a Submittal.

**2.5. CONTRACTOR'S COPIES OF CONTRACT DOCUMENTS**

The Contractor shall keep at the construction site at least one set of Contract Documents and one set of full-size Drawings that shall be available to the Owner's Representative and Owner.

---

### **3. OWNER**

#### **3.1. GENERAL**

The Owner, and the Owner's Representative, shall have the authority to act as the sole judge of the Work, Equipment and materials with respect to both quantity and quality as set forth in the Contract. It is expressly stipulated that the Drawings, Specifications and other Contract Documents set forth the requirements as to the nature of the completed Work and do not purport to control the method of performing Work except in those instances where the nature of the completed Work is dependent on the method of performance.

The Owner has the authority to act, do, perform, and make any all decisions and actions authorized by the Contract Documents, including, but not limited to, Change Orders, progress payments, Contract decisions, acceptability of the Contractor's Work, and early possession. The Owner has the authority to accept or reject requests for progress payments that have been submitted by the Contractor and recommended by the Owner's Representative. The Owner has the authority to make determinations of the acceptability of the Work. The Owner also has the authority to accept or reject the Owner's Representative's recommendations regarding retention of defective Work.

#### **3.2. OWNER'S REPRESENTATIVE**

The Owner's Representative shall be satisfied that all the Work is being done in accordance with the requirements of the Contract. The Contract and Specifications give the Owner's Representative authority over the administration of the Contract. Whenever it is so provided in this Contract, the decision of the Owner's Representative shall be final.

The Owner's Representative's decisions will be final on all questions including but not limited to, unless specifically assigned to an Architect or Engineer, the following:

1. Measurement of Work, whether lump sum, Force Account, or unit price;
2. Acceptability of rates of progress on the Work;
3. Interpretation of Drawings and Specifications with regard to administrative matters;
4. Determination as to the existence of changed or differing site conditions;
5. Fulfillment of the Contract by the Contractor;
6. Payments under the Contract including adjustment and;
7. Suspension(s) of Work.

If the Contractor fails to respond promptly to the requirements of the Contract or orders from the Owner's Representative:

1. The Owner's Representative may use the Owner's resources, other contractors, or other means to accomplish the Work, and
2. The Owner will not be obligated to pay the Contractor, and will deduct from the Contractor's payments, any costs that result when any other means are used to carry out the Contract requirements or Owner's Representative's orders.

At the Contractor's risk, the Owner's Representative may suspend all or part of the Work if:

1. The Contractor fails to fulfill Contract terms, to carry out the Owner's Representative's orders, or to correct unsafe conditions of any nature; or
2. It is in the public interest.

The Owner's Representative and Owner shall have complete access to the Work and to the Site of the Work and to the places where Work is being prepared or where materials, Equipment, and machinery are being obtained for the Work. If requested by the Owner's Representative or Owner, the Contractor shall

provide the assistance necessary for obtaining such access, and shall provide information related to the inspection of construction. Absence of such access or information, as needed, may result in the Owner's refusal to accept the Work.

The Owner's Representative has the authority to recommend Change Orders, but does not have authority to approve Change Orders. Proposed Change Orders are subject to review and approval by the Owner. No proposed Change Order or any change of Contract Sum or Contract Time is effective or binding upon the Owner unless and until the Mayor or his or her designee signs it, as authorized by City Council or by ordinance.

To detail and illustrate the Work, the Owner's Representative may furnish to the Contractor additional Drawings and explanations consistent with the original Drawings. The Contractor shall perform the Work according to these additional Drawings and explanations.

The Owner's Representative may appoint assistants and inspectors to assist in determining that the Work and materials meet the Contract requirements. Assistants and inspectors have the authority to reject defective material and suspend Work that is being done improperly, subject to the final decisions of the Owner's Representative or, when appropriate, the Owner.

Assistants and inspectors are not authorized to accept work, to accept materials, to issue instructions, or to give advice that is contrary to the Contract. Work done or material furnished which does not meet the Contract requirements shall be at the Contractor's risk and shall not be a basis for a Contract Claim even if the Owner's Representative, inspectors or assistants purport to change the Contract.

Assistants and inspectors may advise the Contractor of faulty Work or materials or infringements of the terms of the Contract; however, failure of the Owner's Representative or the assistants or inspectors to advise the Contractor does not constitute acceptance or approval.

The Contractor shall submit supplemental working or detail drawings as required for the performance of the Work pursuant to **2.4. SUBMITTALS**. Except as noted, all drawings and other Submittals shall be delivered directly to the Owner's Representative. The drawings shall be on sheets measuring 22 by 34 inches, 11 by 17 inches, on sheets with dimensions in multiples of 8 1/2 by 11 inches, or other size approved by the Owner consistent with the Work to be detailed. Contractor shall provide drawings far enough in advance of ordering or installation to allow for review by the Owner's Representative or other agencies and possible resubmittal and further review after resubmittal. After a plan or drawing has been reviewed and returned to the Contractor, all changes proposed by the Contractor may be submitted to the Owner's Representative for review and comment.

The Contractor shall obtain the Owner's Representative's written acknowledgement of approved Submittals before proceeding with the Work represented by the Submittal. Such review does not impose any responsibility upon the Owner, nor does it relieve the Contractor of any responsibility for the accuracy of the Submittal or its conformity with the Contract. The Contractor shall bear all risk and all costs of any Work delays caused by resubmittal or correction of Submittals. The Contractor shall allow sufficient time for Owner's review of Submittals and possible corrections by the Contractor so as not to delay the Work.

The Contractor's Bid price shall include all costs of all Submittals, including, but not limited to, working, detail and shop drawings.

## **4. CONTRACTOR**

### **4.1. CONTRACTOR'S REPRESENTATIVE**

The Contractor shall notify the Owner in writing of the name of the person who will act as the Contractor's representative and shall have the authority to act in matters relating to this Contract. This person shall have authority to carry out the provisions of the Contract and to supply materials, Equipment, tools and labor without delay for the performance of the Work.

Contractor shall employ and keep on Site on a full time basis personnel experienced in the management of construction of projects of this size and type. These shall include, but not be limited to, a project manager and superintendent. Neither the Contractor's project manager nor the superintendent shall have supervisory responsibility for other Projects for the Contractor while assigned to this Project. Contractor shall employ and assign such additional, full time office, support and engineering personnel to support the project manager and superintendent and allow timely completion of the Project. The project manager and superintendent shall be approved by the Owner, and such approval shall not be unreasonably withheld. Contractor acknowledges that one of the instances in which it will be reasonable for the Owner to withhold consent is if the project manager or superintendent is different than as stated in the Bidder Qualification Statement. Contractor shall submit personnel qualifications within ten (10) days of Contractor's execution of the Contract. Bases for disapproval include, but are not limited to, lack of sufficient experience managing the construction of similar type or size projects or relationships on other projects unsatisfactory to the Owner. Owner may require removal and replacement of Contractor's supervisory staff who are disruptive or who appear to lack sufficient competence to complete the Project successfully.

#### **4.2. CONSTRUCTION PROCEDURES**

The Contractor shall supervise and direct the Work and determine the means, methods, techniques, sequences and procedures of construction, except in those instances where the Owner, to define the quality of an item of Work, specifies in the Contract, a means, method, technique, sequence or procedure for construction of that item of Work.

#### **4.3. SUBCONTRACTORS**

Unless explicitly specified elsewhere in the Contract Documents or expressly authorized in writing by the Owner before Contractor submits its Bid, the Contractor shall perform with its own organization at least one-third of the Work by dollar volume and Contractor shall not sublet to a single Subcontractor more than one-half of the Project. A Subcontractor of the Contractor shall not sublet to another Subcontractor more than one-half of its work without the written consent of the Owner obtained within twenty (20) days of award of the Contract to the Contractor. The Owner may refuse to approve such subcontract for any reason. Only unit price and Schedule of Value items of the Contract will be used in computing the total Work. The Owner may, at its sole option, refuse to approve a Subcontractor that is also providing services to the Owner on the same project.

Subcontractors will be considered agents of the Contractor and their work shall be subject to the provisions of the Contract. References in the Contract Documents to actions required of Subcontractors, manufacturers, Suppliers, or persons other than the Contractor, the Owner or the Owner's Representative shall be interpreted as requiring that the Contractor shall require such Subcontractor, manufacturer, Supplier or Person to perform the specified action.

Contractor shall comply with RCW 39.04.250 and RCW 39.76.011, as amended, and any successor and other laws, ordinances, and regulations regarding payment of Subcontractors. Contractor shall also comply with the requirements of RCW Chap. 60.28 and any other law, ordinance, or regulation relating to the release of retainage to Subcontractors.

The Contractor shall specifically include in each of its first tier subcontracts the language in this section with regard to the Subcontractor's obligation to meet bidder responsibility criteria, and shall require each of its Subcontractors to include substantially the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all Subcontractors regardless of tier.

At the time of subcontract execution, the Contractor must verify that each of its first tier subcontracts meets the following bidder responsibility criteria:

1. At the time of subcontract Bid Submittal, have a certificate of registration in compliance with Chapter 18.27 RCW;

2. Have a current state unified business identifier number;
3. If applicable, have:
  - a. Industrial insurance coverage for the Subcontractor's employees working in Washington as required in Title 51 RCW;
  - b. An employment security department number as required in Title 50 RCW;
  - c. A state excise tax registration number as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
5. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;
6. 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; and
7. Have received training on the requirements related to public works and prevailing wage under in accordance with the requirements of RCW 39.04.350(f), or demonstrate exemption from such requirements.

The Contract Documents shall apply to Subcontractors and Suppliers as if each had signed the Contract with the Owner. Contractor shall include the provisions of these Contract Documents or a "flow down" clause in each contract with Subcontractors and Suppliers.

#### **4.4. RESPONSIBILITIES**

##### **4.4.1. Subcontractors, Manufacturers and Suppliers**

The Contractor shall be responsible for the adequacy, efficiency and sufficiency of Subcontractors, manufacturers, Suppliers and their employees.

##### **4.4.2. Contractor's Employees**

The Contractor shall be responsible for the adequacy, efficiency and sufficiency of its employees. Workers shall have sufficient knowledge, skill and experience to perform properly the Work assigned to them.

##### **4.4.3. Payment for Labor and Materials**

The Contractor shall pay and require its Subcontractors to pay any and all accounts for labor including Worker's Compensation premiums, State Unemployment and Federal Social Security payments and other wage and salary deductions required by law. The Contractor also shall pay and cause its Subcontractors to pay any and all accounts for services, Equipment, and materials used by him and its Subcontractors during the performance of Work under this Contract. The Contractor shall pay such accounts as they become due and payable. If requested by the Owner, the Contractor shall promptly furnish proof of payment of such accounts to the Owner.

---

**4.4.4. Attention to Work**

The Contractor, acting through its representative, shall give personal attention to and shall manage the Work so that it shall be prosecuted faithfully and completed under the Project schedule. When its representative is not personally present at the Project Site, its designated alternate shall be available and shall have the authority to act in matters relating to this Contract.

**4.4.5. Safety**

The Contractor alone shall be responsible for safety on the job Site, including, but not limited to, the safety of its and its Subcontractor's employees. The Contractor shall maintain the Project Site and perform the Work in a manner which meets the Owner's responsibility under statutory and common law for the provision of a safe place to work.

**4.4.6. Threats, Intimidation and Harassment Forbidden**

Contractor shall not allow its employees, its Subcontractors, its Subcontractors' employees, or any other agents to threaten bodily injury or property damage, to intimidate or attempt to intimidate any person, or to assault or physically harass any person. Forbidden conduct includes, but is not limited to, threatening, appearing, or actually doing any of the following: pushing, shoving, striking, physically blocking a person or a person's vehicle, vandalism, malicious mischief, or any other act that a reasonable person would understand be intended to intimidate, cause personal injury, or cause property damage. Contractor shall remove from the job site any person reasonably under its control or direction who the Contractor or Owner reasonably believes violated this section. The lack of a request from the Owner or Owner's Representative to the Contractor to remove someone from the job Site does not relieve the Contractor from its obligation to remove someone.

**4.4.7. Weapons Forbidden**

Contractor shall not allow its employees, its Subcontractors, its Subcontractors' employees, or any other agents or representatives to carry or possess, openly or concealed, explosives or weapons on the job Site, except: (a) such explosives are as reasonably required for performance of the Work, such as those necessary for blasting or demolition work called for by the Contract Documents or (b) commissioned law enforcement officers or security personnel under authority of their commission. A weapon is any object, instrument or chemical which is (1) designed in such a manner to inflict harm or injury to another person; or (2) any item used in a manner threatening harm or injury to another person. Weapons include, but are not limited to, firearms, dangerous knives, dangerous chemicals, tear gas, martial arts weapons, blackjacks or other weapons. Further, weapons should include those delineated in EMC Chapter 10.78. b. Possession of mace, pepper spray or the like for defensive purposes is not a violation of this policy. Contractor shall remove from the job Site any person reasonably under its control or direction who the Contractor or Owner reasonably believes violated this section. The lack of a request from the Owner or Owner's Representative to the Contractor to remove someone from the job Site does not relieve the Contractor from its obligation to remove someone.

**4.4.8. Safety Standards**

The Contractor shall comply with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under this section, the Contractor shall not require any laborer or mechanic to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to its health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**4.4.9. Public Safety and Convenience**

The Contractor shall conduct its work so as to ensure the least possible obstruction to Traffic and inconvenience to the general public, business, organizations and residents in the vicinity of the Work and to reasonably protect persons and property. No roads or street shall be closed to the public except with

the permission of the Owner's Representative and the proper governmental authority. Fire hydrants on or adjacent to the Work shall be accessible to fire fighting Equipment. Temporary provisions shall be made by the Contractor for the use of sidewalks, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

#### **4.4.10. Access to Work**

Owner, Owner's Representative, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

#### **4.4.11. Emergencies**

In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Owner's Representative prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Owner's Representative determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### **4.4.12. Trench Excavation**

For all trench excavations that exceed a depth of four feet, the Contractor must use adequate safety systems that meet the requirements of the Washington Industrial Safety and Health Act, chapter 49.17 RCW.

#### **4.4.13 COVID-19 Requirements**

The Contractor shall be in compliance at all times with all governmental laws, regulations, requirements, and orders relating to COVID-19 applicable to the Work, including without limitation OSHA, L&I or other safety rules relating to COVID-19 and COVID-19 gubernatorial proclamations and orders. These laws, regulations, requirements, and orders are referred to as "COVID-19 Requirements."

Contractor's Bid includes all costs necessary for the duration of the Work for compliance with COVID-19 Requirements. Contractor's Bid takes into account that COVID-19 Requirements may create direct and indirect costs, including inefficiency and delay.

Contractor shall have no entitlement to an adjustment or other increase to the Contract Sum for any direct or indirect costs (including without limitation delay, cumulative impact, inefficiency or ripple costs) incurred by the Contractor to comply with COVID-19 Requirements.

### **4.5. OWNER-CONTRACTOR COORDINATION**

#### **4.5.1. Service of Notice**

Contractor agrees that any Notice, order, direction, request or other communication by the Owner's Representative or Owner to the Contractor shall be deemed received by the Contractor if left at any office used by the Contractor or delivered to any of the Contractor's officers, clerks or employees or posted at the site of the Work or mailed to any post office addressed to the Contractor at the address given in the Contract Documents or mailed to the Contractor's last known place of business. If mailed, any form of communication will be deemed to have been given to and received by the Contractor the day after the day of mailing.



**4.5.2. Suggestions to Contractor**

Nothing in these Contract Documents requires the Owner's Representative to provide the Contractor with direction or advice on how to do the Work, construction practices, or means and methods. If the Owner's Representative approves, suggests or recommends any construction practice, means, method or manner for doing the Work or producing materials, the approval or recommendation shall not: (A) guarantee that following the method or manner will result in compliance with the Contract Documents; (B) relieve the Contractor of any risks or obligations under the Contract Documents; or (C) create any liability by the Owner to the Contractor.

Suggestions as to the plans or methods of accomplishing the Work or Contract requirements by the Owner or the Owner's Representative to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The Owner and the Owner's Representative assume no responsibility therefor and in no way will be held liable for any defects in the Work which may result from or be caused by use of such plan or method or Work.

**4.5.3 Meetings with Owner**

The Contractor shall have its duly authorized representative attend periodic informational meetings with the Owner's Representative and City staff, as reasonably required by the Owner.

Contractor, Owner, and Owner's Representative shall meet as often as determined by the Owner's Representative, but no less often than once each month. The purpose of the meeting is to review Project status in relation to the construction schedule; review value of Work completed during the previous month; and, if applicable, review Contractor's plans to return Project status to that required by the schedule. If requested by the Owner or Owner's Representative, the Contractor shall submit a written progress report within five (5) days following this meeting, comprising:

1. The current construction schedule indicating percent complete, actual completion or start dates since the previous review, the estimated remaining duration for each activity in progress, Schedule of Values update, and narrative summary.
2. Reasons any activities are behind schedule and the corrective steps being taken.

**4.5.4. Cooperation with Others**

The Contractor agrees to permit entry to the Site of the Work by the Owner, its employees or other contractors performing work on behalf of the Owner. The Contractor shall afford to the Owner, other contractors and their employees, reasonable facilities and cooperation and shall arrange its work and dispose of its materials in such a manner as to not interfere with the activities of the Owner or of others upon the Site of Work. The Contractor shall promptly make good any Contractor-caused injury or damage to persons or property that may be sustained by other contractors or employees of the Owner. The Contractor shall join its work to that of others and perform its work in proper sequence in relation to that of others.

If requested by the Contractor, the Owner will arrange meetings with other contractors performing work on behalf of the Owner to plan coordination of construction activities. The Contractor shall inform itself of the planned activities of other contractors and will coordinate its work with the other contractors.

Contractor shall notify the Owner of problems, interference or any difficulty with other contractors or workers engaged by the Owner. The Notice shall be sufficiently prompt and specific so as to allow the Owner to mitigate or avoid increased costs, time of performance, damages or injury. Contractor's failure to provide such Notice in a timely way shall be deemed a waiver and release of any and all Contract Claims relating to, arising out of, or caused by, any alleged interference, difficulty or problem with another contractor or worker engaged by the Owner.

## 5. PROGRESS AND COMPLETION

### 5.1. NOTICE TO PROCEED

Following execution of the Contract by the Owner, the Owner or Owner's Representative will give the Contractor a written Notice to Proceed. Notwithstanding other provisions of the Contract, the Contractor shall not be obligated to perform Work, and the Owner will not be obligated to accept or pay for Work performed by the Contractor or be liable for any Delays, prior to delivery of the Notice to Proceed. The Owner's knowledge of Work being performed prior to delivery of the Notice to Proceed will not obligate the Owner to accept or pay for such Work. Contractor waives any and all Contract Claims for an adjustment of Contract Sum and Contract Time arising out of, or related to, work it performs prior to receipt of the Notice to Proceed. The Owner may issue partial Notices to Proceed.

### 5.2. CONTRACT TIME

#### 5.2.1. General

**TIME IS OF THE ESSENCE IN PERFORMING THE CONTRACT.** Failure to complete the Project within the contractually specified time may affect other Projects and Owner activities. Contract Time starts upon the later of the issuance of the Notice to Proceed or a date specified in the Notice to Proceed. The Contractor shall promptly start the Work as soon as possible after the date of the Notice to Proceed and shall prosecute the Work so that the various portions of the Project shall be completed in accordance with the Contract Time period. Contractor shall perform its work at such times and in such ways that the Work is not damaged by weather such as wind, rain, or snow. Contractor shall correct or repair at its sole expense any Work damaged by weather, irrespective of whether such damage is covered by insurance. No portions of the Work where acceptable quality will be affected shall be constructed while unfavorable conditions exist. By bidding on the Project and executing a Contract to perform the Work, Contractor agrees the contractually required completion dates are feasible, reasonable, and achievable for the Contract Sum. Contractor represents that it has considered all factors relevant to its price and achieving the Completion Dates, including, but not limited to, weather, Site access, labor conditions and the availability of materials, supplies and Equipment. Compliance with **ARTICLE 10. NOTICE TO OWNER, ARTICLE 12. CONTRACT CLAIMS**, and **5.2.2. Construction Schedule** are conditions precedent to a request for, consideration of, and grant of, any extension of Contract Time. Failure to request a time extension in the manner and in the time required by this section, and the Specifications referred to herein, constitutes a waiver by the Contractor of any and all entitlement to an extension of time and any adjustment of Contract Sum arising out, or related to, such Delay.

#### 5.2.2. Construction Schedule

##### 5.2.2.1 General

Contractor shall submit, update and maintain schedules as required by the Contract Documents.

The Contractor shall provide sufficient material, equipment, and labor to meet the interim milestones, Substantial Completion, Physical Completion and Completion Dates provided by the Contract Documents. The Owner allocates its resources to a Contract based on the total time allowed in the Contract. The Contractor may submit a schedule indicating Completion Date earlier than the end of Contract Time, but Owner cannot guarantee its resources will be available to meet such schedule. Owner shall not pay or be liable for any additional compensation if the Contractor is not able to meet a schedule that indicates a Completion Date earlier than the end of Contract Time.

Failure to schedule Owner furnished or installed materials and Equipment for installation on or after its planned arrival pursuant to the Owner's contract with the supplier or failure to Notify the Owner of tasks dependent upon the fact or date of arrival of such Owner furnished materials and Equipment, constitute a waiver by Contractor of any Contract Claim arising out of or related to the timeliness of the furnishing or installation of such material and Equipment. All schedules must allow for timely incorporation of any other's work under separate contract with Owner and for timely incorporation of work provided and

installed by Owner. Unless otherwise expressly authorized in writing by the Owner's Representative, the Contractor must integrate the schedules with the Schedule of Values and unit price items so that each construction activity is represented by a dollar value.

Float in a Progress Schedule belongs to the Owner.

Subcontractors shall review all schedules prior to submission to the Owner and Owner's Representative. At the Owner's option and sole discretion, Owner may require Contractor to obtain written acceptance of each schedule by Subcontractors as practical and feasible, as the schedule relates to Subcontractors' work.

Contractor shall not schedule any activity with an unrealistic, unduly long, or unduly short duration. Contractor shall use its best efforts in good faith to set reasonable durations for all activities. Contractor shall not attempt to "grab the Float" or make any effort to use any Float in the Progress Schedule for the benefit of the Contractor.

Contractor shall submit with each Application for Payment or progress pay estimate an updated Progress Schedule, but no less often than monthly. If requested by the Owner's Representative or the Owner, Contractor shall prepare and submit updated Progress Schedules from time to time, which may be more frequent than monthly.

The Contractor hereby expressly agrees and acknowledges that any failure by Contractor to provide accurate, complete, current and updated schedules with each and every progress pay estimate or Application for Payment constitutes a waiver of any and all claims or requests for adjustment of Contract Sum or Time that arise out of, result from, or are caused by, any Delay on the Project or scheduling of the Work. Timely submission of monthly updated schedules is a condition precedent to any later or subsequent Contract Claim or request for an adjustment of either Contract Sum or Time related to or arising out of time, an alleged Delay, or the schedule or sequence of Work. Similarly, the parties agree the Owner may withhold progress pay estimates if updated schedules are not timely submitted. These remedies are cumulative and not exclusive of any other remedy. The Owner's use of one or more of these remedies does not constitute an election or prevent the Owner from pursuing other remedies for this or other defaults.

The Owner's Representative's review of any schedule shall not transfer any of the Contractor's responsibilities to the Owner. The Contractor alone shall remain responsible for adjusting forces, equipment, and work schedules to ensure completion of the Work within the Contract Time. Review by the Owner or Owner's Representative shall not constitute approval or acceptance of the Contractor's construction means, methods, sequencing, logic, order, precedence and succession of activities or Contractor's ability to complete the Work in a timely manner. Any mistakes or errors in any schedule, including, but not limited to, mistakes or errors of logic, order, precedence, and duration, are and remain the Contractor's. The Owner or Owner's Representative may comment upon the schedule.

#### **5.2.2.2 Extensions of Contract Time**

Any requests for extensions in Contract Time, whether resulting from Extra Work directed by the Owner or not, shall be accompanied by an analysis of schedules using the critical path method. This analysis shall include an updated schedule, an as-planned schedule, an as-built schedule, a but-for schedule, and narrative explaining the alleged causes, schedule impacts and all costs related to or arising out of the proposed extension. Any requests for extensions of Contract Time by the Contractor shall be submitted in accordance with these General Conditions. Extensions of Contract Time will be granted only as provided in the General Conditions and to the extent that affected critical activities exceed the Total Float time along the affected paths of the reviewed Preliminary Schedule at the time the change was authorized in writing by the Owner. Contractor has the burden of clearly and convincingly demonstrating entitlement to any adjustment of Contract Time.

If the Owner is solely responsible for any Delay to Substantial Completion, Physical Completion, Completion Date, or Final Acceptance, the Contractor shall only be entitled to compensation or other damages as described in **12.4 REMEDIES**, provided that Contractor timely gave Notice pursuant to

**ARTICLE 10. NOTICE TO OWNER**, timely submitted a Contract Claim pursuant to **ARTICLE 12. CONTRACT CLAIMS** and fulfilled the requirements of **5.2.2. Construction Schedule**.

#### **5.2.3. Construction Progress**

The Contractor shall furnish all labor, materials, facilities and Equipment necessary to insure the prosecution and completion of the Project within the interim milestones, Substantial Completion, Physical Completion and Completion Dates of the Contract. If Work falls seven (7) days or more behind the reviewed Preliminary Schedule, the Contractor agrees that, at its sole cost and expense, it will take all actions necessary to return the Project to the accepted schedule. These actions may include the following:

1. Increase labor in quantities and crafts.
2. Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of Equipment, or any combination of the foregoing.
3. Reschedule activities.

If requested by the Owner's Representative, the Contractor shall prepare a proposed schedule revision demonstrating a plan to make up the lag in progress and insure completion of the Work within the Contract Time. All actions taken to return the Project to the accepted schedule are at the Contractor's expense.

The Contractor shall pay all costs incurred by the Owner that result from the Contractor's action to return the Project to its accepted schedule, including, but not limited to, additional, overtime, or third party inspection, design and construction management service costs. Contractor agrees that Owner shall deduct such charges from payments due the Contractor. It is further understood and agreed that none of the services performed by the Owner's Representative in monitoring, reviewing and reporting Project status and progress shall relieve the Contractor of responsibility for planning and managing construction Work in conformance with the construction schedule.

#### **5.2.4. Delays**

##### **5.2.4.1 General**

In the event of a Delay, the Contractor shall take immediate steps to minimize the Delay or avoid further Delay. The Contractor agrees it shall not make any Contract Claim or request for adjustment of Contract Time or Contract Sum based upon Delays for which it did not timely provide Notice to the Owner.

##### **5.2.4.2 Bonuses**

If the Contract Documents provide the Contractor with a bonus or other incentive for early completion of a milestone or other completion point, Contractor assumes the risk of Delays caused wholly or partially by third parties. Owner shall not pay any bonus that Contractor would have achieved but for any and all Delays caused in whole or in part by a third party. By way of example only, the Contractor bears the risk of utility companies' failure to locate underground utilities accurately and the Contractor bears the risk of timely asking for the marking of the location of underground utilities.

#### **5.3. SUSPENSION PROCEDURES**

The Owner may, at its convenience and at any time and without cause, suspend all or any part of the Work by notice in writing to the Contractor. The Work shall be resumed by the Contractor within five (5) days after receiving written notice from the Owner to do so. The Contractor will be allowed an increase in the Contract Sum or an extension of Contract Time, or both, directly attributable to any suspension in accordance with the Change Order procedures herein; provided, (1) the Contractor shall not be entitled to any increase to the extent caused by the Contractor and (2) Contract Sum increases and Contract Time extensions for suspension caused by Third Parties or Force Majeure Events are limited as set forth in **12.4.3.4 Third Party Caused Delays and Force Majeure**.

---

## **5.4. TERMINATION PROCEDURES**

### **5.4.1. Termination by Owner for Default**

The Owner may terminate the Contract upon written notice to Contractor and its surety whenever the Contractor is deemed to be in default or fails to fulfill, in a timely and proper manner, one or more Contract obligations, or is in violation of any provisions or covenants of the Contract. Termination shall be effective upon receipt of such notice by the Contractor.

For purposes of this paragraph, the Contractor shall be deemed to be in default upon the occurrence of any one or more of the following events:

1. If Contractor is bankrupt or insolvent.
2. If Contractor makes a general assignment for the benefit of creditors.
3. If a trustee or receiver is appointed for Contractor, or for any of Contractor's property.
4. If Contractor files a petition to take advantage of any debtor's law, or to reorganize under any bankruptcy chapter or law.
5. If Contractor repeatedly fails to make prompt payments to Subcontractors or others for labor, materials, or Equipment.
6. If Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction.
7. If Contractor disregards the authority of the Owner or Owner's Representative.
8. If Contractor violates in a substantial way the provisions of the Contract Documents or fails, neglects, or refuses to proceed in compliance with the provisions of the Contract Documents.
9. If the Contractor made material misrepresentations to the Owner with respect to: (a) its qualifications or those of its Subcontractors; (b) its or its subcontractors' ability to perform the Work in a timely, workmanlike manner; (c) the materials installed or to be installed; or (d) progress pay estimates.
10. If Contractor fails to supply sufficient skilled workers or suitable materials or equipment.
11. If Contractor refuses or fails to prosecute the Work with such diligence as will ensure its Physical Completion within the original Physical Completion time and any extensions of time which may have been granted to the Contractor by change order or otherwise.
12. If Contractor performs Work which deviates from the Contract.
13. If Contractor otherwise violates in any material way any provisions or requirements of the Contract.

After termination of the Contractor for default, the Owner may transfer performance of the Work to the Contractor's surety. The Owner may exclude the Contractor from the Site and take possession of the Work and all of the Contractor's tools, appliances, owned or rented construction equipment, and machinery at the Site and use the same to the full extent they could be used by the Contractor. The Owner may incorporate in the Work all materials and Equipment stored at the Site or for which the Owner has paid the Contractor, but which are not yet on Site. In such case, the Contractor will not be entitled to receive any further payment until the Work is finished. At the Owner's sole option, Contractor shall assign and transfer any contractual rights to material and Equipment to be installed, incorporated, or used in the performance of the Work. Owner shall credit Contractor for the reasonable fair market rental value of any and all Contractor owned equipment for so long as retained and used by the Owner. Owner shall credit Contractor for all materials and supplies on Site or on order, but not yet paid for by Owner, provided that ownership is transferred and assigned to the Owner and the materials and supplies conform to the requirements of the Contract Documents.

If the unpaid balance of the Contract Sum exceeds the direct and indirect cost of the completed Work, including construction management services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner. Such costs incurred by the Owner will be verified by the Owner's Representative and incorporated into a Change Order, but in finishing the Work, the Owner may negotiate for materials, Equipment and services to complete the Work and will not be required to obtain the lowest figure for Work performed.

Where the Contractor services have been so terminated by the Owner, the termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies due the Contractor by the Owner will not release the Contractor from liability.

If the Owner terminates this agreement for default, and it is thereafter determined that the Contractor had not so failed to perform its obligations or defaulted in any way, the termination shall then be deemed to have been made for the convenience of the Owner pursuant to **5.4.2 Termination For Convenience**. In that event, any adjustment of Contract Sum shall be in accordance with the General Conditions.

The Contractor covenants and agrees that in the event suit is instituted by the Owner for any default on the part of the Contractor and the Contractor is adjudged by court of competent jurisdiction to be in default, the Contractor shall pay to the Owner all costs, expenses expended or incurred by the Owner in connection therewith.

In exercising the Owner's right to prosecute the Physical Completion of the Work, the Owner shall have the right to exercise its sole discretion as to the manner, method, and reasonableness of the costs of completing the Work. In the event that the Owner takes Bids for remedial Work or Physical Completion of the project, the Contractor shall not be eligible for the Award of such Contracts.

#### **5.4.2. Termination for Convenience**

Without prejudice to any other remedy it may have under law or and/or the provisions of the Contract, the Owner may terminate this Contract for convenience, with or without cause, in whole or in part, at any time by giving written notice to the Contractor. Termination will be effective upon receipt of such Notice by the Contractor. The Contractor shall immediately discontinue Work and take all reasonable steps with its suppliers and subcontractors to minimize cancellation charges and other costs.

In the event of termination for convenience, the Contractor shall be compensated as provided in **9.2.3.**

**Deleted Work.** The Contractor will be entitled to no further payments whatsoever for the Work.

In the event of a breach or default by the Contractor, Owner may, at its sole option, terminate this Contract in whole or in part for convenience as provided herein. The Owner may pursue any and all contractual, legal and equitable remedies for such breach or default. Absent an express written agreement to the contrary, a termination for the Owner's convenience shall not be deemed a waiver or release of any rights by the Owner nor shall the Owner be estopped from any legal or equitable remedies that may be appropriate.

#### **5.4.3. Termination by Contractor after Suspension**

If the Work has been wholly suspended pursuant to **5.3. Suspension Procedures** for more than ninety (90) days as measured from the date of the notice to suspend, then the Contractor may terminate this Contract by providing Owner with ten (10) days' Notice that the Contractor shall deem the Contract to be terminated if the Owner does not provide Contractor with notice to resume Work within those ten (10) days. Such termination shall be treated as a termination for the Owner's convenience pursuant to **5.4.2. Termination for Convenience**.

#### **5.4.4. Contractor Obligations upon Termination**

On receipt of notice of termination, the Contractor shall immediately discontinue the Work but shall do such Extra Work as may be ordered by the Owner's Representative or Owner to safeguard the Work then completed and the materials and Equipment then delivered to the Site of the Work and to leave the Work

in a safe and useful condition. Payment for this Extra Work will be made in accordance with **9.2. PAYMENT FOR CHANGES.**

#### **5.4.5. Ownership of Materials upon Termination**

As of the termination date, whether effected by the Owner or Contractor as provided herein, all the Contractor's right, title, and interest in and to materials ordered by the Contractor prior to termination, whether or not they have been delivered to the Site of Work, shall be vested in the Owner, and the Contractor shall, upon demand of the Owner, execute and deliver to the Owner all requisite bills of sale, assignments, and other documents of transfer that may be necessary to give effect to the intention of the termination procedures set forth above.

#### **5.4.6. Opportunity to Cure**

If the Contractor has not already had an opportunity to cure the default or breach the Owner shall specify the default or breach and a reasonable period of time to allow the Contractor to cure the default or breach. The notice of termination will state the time period in which cure is permitted and other conditions as the Owner, in its sole judgment, shall deem appropriate. If Contractor fails to remedy the breach or default or any of the terms, covenants, or conditions of this Contract to the Owner's satisfaction within the time period specified or the Owner shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against Contractor and its sureties for said breach or default.

#### **5.4.7 Waiver of Remedies for Any Breach**

In the event that the Owner elects to waive its remedies for any breach by Contractor or any covenant, term or condition of this Contract, such waiver by the Owner shall not limit the Owner's remedies for any succeeding breach of that or of any other term covenant, or condition of this Contract.

### **5.5. POSSESSION AND USE OF COMPLETED PORTIONS OF THE WORK**

The Owner shall have the right to take possession of and use completed or partially completed portions of the Work even though the time for completing the Work for such portions may not have expired. Operations and maintenance costs of use of such Work will be borne by the Owner. Such possession and use shall not be deemed as acceptance of the Work. If such prior possession or use increases the cost of the Work, the Contractor may be entitled to request extra compensation by giving Notice and following the procedures of **ARTICLE 10. NOTICE TO OWNER** and **ARTICLE 12. CONTRACT CLAIMS** within five (5) days of each occurrence. The Contractor shall not submit a Contract Claim for possession by the Owner of portions of the Work specifically required in the Contract Documents to be placed into use or operation before completion of the entirety of the Work.

### **5.6. POSSESSION OF INCOMPLETE PORTIONS OF THE PROJECT**

Should the Contractor fail to meet any date specified for Substantial Completion of Work or any portion of work requiring early possession and use by the Owner, the Owner may, after a 10-day notice to the Contractor, take over such portion or any Work that is behind schedule. In such case, the Owner's Representative will prepare a list of incomplete Work taken over by the Owner. The cost of Owner's work will be charged to and deducted from amounts due to the Contractor. The Substantial Completion date of the entire or a portion of the Project will be established as the date when the Owner actually begins using the Project or portion of the Project for its intended purpose. Division of responsibilities between Owner and Contractor, beginning of warranties, and any other issues relating to Substantial Completion shall be as specified in **5.7. SUBSTANTIAL COMPLETION.**

### **5.7. SUBSTANTIAL COMPLETION**

When the Contractor considers the Work to be Substantially Complete and ready for its intended use, it shall give Notice to the Owner's Representative. The Notice shall include an itemized list of remaining incomplete Work. If the Owner's Representative determine the Work is not substantially complete, the Contractor will be notified in writing, identifying the reasons for such a determination. If the Owner's

Representatives find the Work substantially complete, he or she will meet with the Contractor to (1) prepare a Punch List of incomplete items of Work; (2) define the division of responsibility between Owner and Contractor with respect to security, operation, maintenance, heat, utilities, insurance, and warranties; and (3) describe any other issues related to acceptance of the substantially completed Work.

If the Owner's Representative is not an employee of the Owner, the Owner's Representative will write to the Owner upon reaching agreement with the Contractor, certifying that the Work is substantially complete, listing the items of incomplete Work, stating the date for completion of incomplete Work, defining the division of responsibilities, and setting forth any other terms related to acceptance. In such event, the Owner will review the Owner's Representative's certification that the Work is substantially complete. If the Owner concurs, the Owner will notify the Contractor in writing that the Work is accepted as substantially complete. Except for any portion(s) of Work specified for early completion or required by the Owner for early possession, Substantial Completion will not occur for any Work until the entire Project is ready for possession and use. The acceptance notice will include a Punch List of incomplete Work items and corrective Work, set the date for their completion and repair, describe the division of responsibility between the Owner and Contractor, and describe any other terms of acceptance. The Contractor will acknowledge receipt of the acceptance notice in writing, indicating acceptance of all of its terms and provisions.

Subsequent to the Substantial Completion date, the Owner may exclude the Contractor from the Work during such periods when construction activities might interfere with the intended operation of the Project. The Owner, however, shall allow the Contractor reasonable access for completion or correction of incomplete Punch List items.

## **5.8. ACCEPTANCE OF WORK**

Upon completion of the Project, including, but not limited to, record drawings, as-builts, required reports and operations and maintenance manuals, the Contractor shall so notify the Owner's Representative in writing. Upon receipt of the notification, the Owner's Representative will promptly, by personal inspection, determine the actual status of the Work in accordance with the terms of the Contract. If the Owner's Representative finds materials, Equipment, or workmanship that do not meet the terms of the Contract, he or she will prepare a Punch List of such items and submit it to the Contractor. Following completion of the corrective Work by the Contractor, the Owner's Representative will notify the Owner that the Work has been completed in accordance with the Contract. The Owner shall make the final determination of acceptability and completion. For portions of the Project not previously accepted as substantially complete, the conditions of guarantee shall commence on the date that the Owner determines the Project is complete.

## **6. CHANGES**

### **6.1 OWNER'S RIGHT TO DIRECT CHANGES TO THE WORK**

The Owner reserves the right to change the Work at any time. Such changes shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the Work as changed. Among others, these changes and alterations may include:

1. Deleting or omit any part of the Work, Equipment or material to be provided under this Contract, and
2. Increasing or decreasing quantities,
3. Altering Specifications, designs, or both,
4. Altering the way the Work is to be done,
5. Adding new Work or Extra Work,
6. Altering facilities, Equipment, materials, services, or sites, provided by the Owner, and



#### 7. Ordering the Contractor to accelerate or Delay Work.

If the Contractor and Owner do not agree upon scope of Work changed or adjustment to the Contract Sum and Contract Time, the Owner may, at its sole option, unilaterally direct the Contractor to implement any change by notice. The Owner shall not pay or be responsible or liable for any change implemented by the Contractor without explicit notice from the Owner to proceed.

### 6.2 EXTRA WORK

At its sole option, the Owner may (1) perform Extra Work itself, (2) employ others to do it, (3) direct the Contractor to perform the Extra Work at existing unit bid price, (4) direct the Contractor to perform the Extra Work at a mutually agreed upon price, or (5) direct the Contractor to perform the Extra Work on a Force Account basis.

### 6.3 CHANGE ORDERS

Changes to the Work may result in an increase or decrease in Contract Sum, as provided in **9.2. PAYMENT FOR CHANGES**. Requests for an increase in Contract Time must be made as provided in **5.2.2.2 Extensions of Contract Time**, as applicable. Substantial changes in Contract Time, Contract Sum or Work will often be negotiated and agreed between the Contractor and Owner before the Owner directs the Contractor to proceed with the change.

If the Contractor and Owner agree on the scope of Work and any changes to Contract Sum and Contract Time, the Contractor and Owner shall execute an agreed Change Order. However, if the Contractor and Owner do not agree, the Owner may, in its sole discretion, issue a unilateral Change Order changing the scope of Work and making any adjustments to the Contract Sum pursuant to **9.2. PAYMENT FOR CHANGES** and Contract Time in such amount and for such time as the Owner thinks appropriate. Contractor agrees to use the agreed and unilateral Change Order forms included in the Contract Documents or otherwise provided by Owner. The Contractor accepts all requirements, terms and conditions of a Change Order by: signing it; writing a separate acceptance; or by failing to notify the Owner immediately in writing that Contractor disagrees with the Change Order and does not intend to be bound by its terms.

The Contractor waives all Contract Claims with respect to (and is estopped from denying its agreement with) any unilateral Change Order for which the Contractor does not immediately give Notice to the Owner as provided in **ARTICLE 10. NOTICE TO OWNER** and submit a Contract Claim as provided in **ARTICLE 12. CONTRACT CLAIMS**. A unilateral Change Order that is not timely protested as provided in this section shall be full payment and final settlement of all asserted and unasserted Contract Claims for Contract Time and all costs of any kind, including costs of Delays, inefficiencies and impacts, related to, arising out of, or resulting from, any Work described in the Change Order.

The Contractor shall obtain written consent of the surety or sureties if the Owner's Representative requests such consent.

### 6.4 VALUE ENGINEERING AND COST SHARING

The Contractor may submit proposals for changing the Drawings, Specifications, or other requirements of the Contract Documents and the Owner, in its sole discretion, may accept or reject such proposals. If accepted by the Owner and if the proposal decreases the direct, actual costs of constructing the Work, the Contract Sum shall be reduced by fifty percent (50%) of the direct, actual construction cost saved. Because the Owner has the sole discretion whether to consider, accept or reject the Contractor's proposal and the Contractor has no right to require the Owner to consider or accept such proposals, the Owner's decision is not reviewable by any court. This subsection applies only to change proposals initiated solely by the Contractor (or its Subcontractors and Suppliers) and does not apply to change proposals requested or initiated by the Owner or the Owner's Representative. The Owner is not obligated or required to consider any Contractor initiated change proposals and may, in its sole discretion, refuse to do so. Under no circumstances shall the Contractor be entitled to additional compensation arising out of, or related to,

the Owner's refusal to consider or approve a Contractor initiated change proposal. The Contractor shall not do any of the following without the express written agreement of the Owner: fail to perform any Work; commence performance of any proposed change; reduce its resources assigned to performance of the Work in order to prepare a change proposal or in anticipation of approval of a change proposal; adjust or change the project schedule or take any action or fail to do any action that would affect the Completion Date of the Work; take any action or fail to take any action arising out of the Contractor's change proposal that would result in the Contractor seeking an adjustment upward of the Contract Sum.

## **7. LABOR STANDARDS**

### **7.1. WAGES OF EMPLOYEES**

#### **7.1.1. General**

Pursuant to the requirements of Chapter 39.12 RCW, the Contractor and each Subcontractor or other person doing the whole or any part of Work to be performed under this Contract in the State of Washington shall pay each employee working in the State of Washington an amount not less than the general prevailing rate of wage, as specified by the Industrial Statistician of the Department of Labor and Industries of Washington State, paid in the vicinity of the Work to be performed under this Contract for the particular grade or occupation of each employee

Any employee whose type of work is not covered by any of the classified wage rates specified by the Industrial Statistician shall be paid not less than the rate of wage listed for the classification that most nearly corresponds to the type of work performed.

In case any Dispute arises as to what are the prevailing rates of wages for work of a similar nature that cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington, and his or her decision therein shall be final and conclusive and binding on all parties involved in the Dispute. The schedule of prevailing wage rates as determined by the Industrial Statistician for the locality or localities where this Contract will be performed are by this reference made a part of this Contract as though fully set forth herein. The Contractor shall be held responsible for notifying its Subcontractors of these wage requirements. Failure by either the Contractor or any Subcontractors to comply with requirements of Chapter 39.12 RCW will result in delay of payment to the Contractor and/or imposition of other sanctions as may be available under the law and this Contract.

#### **7.1.2. Contractor's Responsibility**

The Contractor will be held responsible for paying not less than the prevailing wages, including increases in such wages, over the term of this Contract. It is, therefore, imperative that the Contractor and its Subcontractors familiarize themselves with the wage rates before submitting bids based upon these Specifications.

#### **7.1.3. Federal Labor Requirements**

Contractor shall comply with applicable federal laws and regulations relating to workers, safety and labor.

### **7.2. PAYMENT CERTIFICATES**

A. The Contractor and each Subcontractor on or before the date of commencement of the Work shall file a statement of "Intent to Pay" prevailing wages under oath with the Owner and with the Washington State Department of Labor and Industries certifying the rate of hourly wage including the usual benefits paid and to be paid each classification of laborers, workmen, or mechanics employed upon the Work by the Contractor or its Subcontractor that shall not be less than the prevailing rate of wage. No payment will be made to the Contractor prior to the submission of such statements and the issuance by the Industrial Statistician of said Department of an acknowledgment of approval. Such statement and any supplemental statements that may be necessary shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries. Upon the completion of the Work, the

Contractor and all of its Subcontractors shall submit affidavits of wages paid to the Department of Labor and Industries in such form as may be required by said Department. Payment of the retained percentage will not be made until certification is received from the Department of Labor and Industries that the prevailing wage requirements of state law have been satisfied.

B. Any fees charged by the Department of Labor and Industries for filing such statements or submitting such affidavits shall be the responsibility of the Contractor, and each Subcontractor; if, for any reason, the Owner pays such fees, then the Contractor shall be charged the amounts thereof.

C. Unless otherwise determined by Owner, the Owner will require payroll reports for the Contractor and every Subcontractor be submitted weekly to the Construction Division, Public Works Annex, 3101 Cedar Street, Everett, Washington 98201. The payroll reports shall contain the following information:

1. Name and residence address of each worker.
2. Social Security number of each worker.
3. Classification of work performed by each worker. The classification shall be specific and match the classification categories listed in the Contract Documents.
4. Total number of hours employed each day.
5. Total number of hours employed during the payroll period.
6. Straight time and overtime hourly rate of wages paid to each worker.
7. Total or gross amount earned by each worker.
8. Deductions for Medical Aid, FICA, Federal withholding tax, and any other deductions taken.
9. Net amount paid each worker.
10. Contractor's, or Subcontractor's, name and address.
11. Days and dates worked.
12. Date of final day of pay period.
13. Whether fringe benefits were paid to each worker as part of the hourly wage rate or whether fringe benefits were paid into an approved plan, fund, or program.

Payrolls may be submitted on Federal payroll form WH-347, or equivalent. The reverse side of the form contains an affidavit that shall be filled out and signed. If the Contractor's payroll reports are computerized, the computerized reports may be submitted along with a Statement of Compliance affidavit photo copied from the back of form WH-347, or equivalent.

The first payroll submitted for the Work for both the Contractor and each Subcontractor shall be labeled "Initial." The last payroll submitted for the Work for both the Contractor and each Subcontractor shall be labeled "Final." Payrolls shall be sequentially numbered for all periods in which Work has been done. A certificate of completion for the Work, signed by the City, will constitute acceptance of the Work. The issuance of this certificate of completion will not constitute acceptance of unauthorized or defective Work or material is performed.

### **7.3. HOURS OF LABOR**

Contractor shall comply with all applicable laws and regulations regarding hours of work, including, but not limited to, RCW Chap. 49.28.

### **7.4. CONTRACT WORK HOURS**

The Contractor shall comply with Section 103 of the Contract Work Hours and Safety Standards Act (40 U.S.C. section 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under this section the Contractor shall compute the wages of every mechanic and laborer on the basis of a

standard work week of forty (40) hours. Work in excess of the standard work week is permissible, provided the worker is compensated as required by law.

### **7.5. OVERTIME WORK**

Overtime and shift work may be established as a regular procedure by the Contractor with reasonable Notice to and written permission of the Owner's Representative. Permission may be denied for such reasons as noise, traffic, or other interference with the neighborhood in which the Project is located, or the lack of availability of inspectors during overtime or shift work.

### **7.6 LABOR RELATIONS**

The Contractor shall take all reasonable steps to prevent any labor Disputes involving the Contractor and any of its Subcontractors or Suppliers of any products or services from disrupting the Work under this Contract or interfering with access to the Owner's property by the Owner, including its agents, representatives, employees and officials, any other contractors engaged in construction activities, or members of the public. In the event any picketing or other concerted activity by employees involved in a labor Dispute with the Contractor or its Subcontractors or Suppliers interferes in any way with access to the Owner's property by any persons, the Contractor shall promptly and expeditiously take all reasonable actions to eliminate or minimize such interference, including but not limited to: (1) utilizing all reasonable means of restricting any picketing to a single entrance to the Owner's property; (2) posting notices or signs which advise interested persons and labor organizations that a particular entrance to the Owner's property is for the employees of "primary" or, as the case may be, "neutral" employers; (3) policing entrances to ensure that only authorized personnel may use those entrances; (4) notifying all interested labor organizations of the "primary" or "neutral" status of particular entrances; and (5) in the event any such picketing or concerted activity is unlawful or has a secondary impact upon the employees of neutral employers, promptly and expeditiously taking appropriate action to seek recourse through the appropriate governmental agency or state or federal courts to limit the location of such picketing so as to reduce the impact thereof upon neutral employers.

The Owner will cooperate with the Contractor to accomplish the foregoing actions and will render assistance as may be in the best interests of the Owner. However, the Owner shall have the right to direct the Contractor to modify any of the foregoing actions the Contractor has taken or plans to take or to overrule such actions, to designate the entrances to be used as "primary" or "neutral" entrances, and to take appropriate legal action in order to protect the Owner's property and interests. In any event, the Contractor shall be liable for all Delays and costs, including costs to the Owner, and actual damages resulting from the relocation, rerouting, Delays or actions required to maintain the uninterrupted progress of the Work. Failure by the Contractor to take the actions described above or to comply with the directives of the Owner shall be considered a breach of this Contract and the Owner may terminate the Contract or suspend the Contractor as provided in this Contract.

## **8. MATERIAL, EQUIPMENT, WORKMANSHIP AND CONSTRUCTION UTILITIES**

### **8.1. GENERAL**

Unless otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for materials, labor, tools, Equipment, water, light, power, transportation, supervision, and temporary construction of any nature, and other services and facilities of any nature, whatsoever necessary, to execute, complete and deliver the Work within the specified time. Contractor shall be liable for all power and water costs until Substantial Completion, whether such power or water is provided by temporary or permanent facilities. Owner shall not be liable for any costs or Delays arising out of or caused by the availability or lack of availability of permanent power or utilities. Material and Equipment shall be new and of the specified quality. Equipment offered shall be new or current specified models. This requirement does not apply to minor details, or to thoroughly demonstrated improvements in design or in

materials of construction. Construction Work shall be executed in conformity with the standard practice of the trade.

## **8.2. PRODUCT DATA**

When specified, the Contractor shall provide data required for inspecting, testing, operating, or maintaining parts of the Work. Unless otherwise specified, such data shall be provided at the time the referenced material or Equipment is delivered to the job Site. The data shall be as specified and shall include, unless otherwise specified, such items as shop drawings, erection drawings, reinforcing steel schedules, testing and adjusting instructions, operations manuals, maintenance procedures, parts lists, and record drawings. Such data shall be provided as part of the Work under this Contract and its acceptability determined by the Owner in its sole discretion.

## **8.3. QUALITY**

Where detailed Specifications of materials, Equipment, or construction Work are not set forth, the Contractor shall perform the Work using materials and Equipment of a quality comparable to the materials and workmanship specified for the other parts of the Work, from firms of established good reputations, and shall follow standard practices to perform construction Work of good quality in a workmanlike way. Work performed shall be in conformity and harmony with the intent to secure the standard of construction and Equipment of Work as a whole and in part. All Work must comply and conform to applicable building codes in effect when the Work is performed.

## **8.4. MATERIAL AND EQUIPMENT SPECIFIED BY NAME**

When material or Equipment is specified by reference to patents, brand names, or catalog numbers, the Owner will not usually consider or approve a substitution. However, the Contractor may offer substitutions of products it considers to be equal to that specified, but the Owner is not obliged or required to consider or accept such offered substitution.

## **8.5. REQUESTS FOR SUBSTITUTION**

The Contractor may offer material or Equipment of equal or better quality and performance in substitution for those specified. Only the Contractor may request substitutions. The Contractor's offers of substitution shall be made in writing to the Owner's Representative and shall include sufficient data to enable the Owner's Representative to assess the acceptability of the material or Equipment for the particular application and requirements. The Owner and Owner's Representative are not required or obligated to consider or review a request for substitution and may, in their sole discretion and option, consider or review such requests.

If the offered substitution requires changes to or coordination with other portions of the work, the Contractor shall include with its substitution request any such drawings and details showing such changes. The Contractor agrees to perform these changes as part of the substitution of material or Equipment at no additional cost to the Owner. Approval of a substitution request shall not relieve the Contractor from responsibility for the efficiency, quality, and performance of the substitute material or Equipment, in the same manner and degree as the material and Equipment originally specified. Any cost differential associated with a substitution shall be reflected in the offer. If the Owner approves the substitution, the Contract Documents shall be modified by a Change Order modifying the Contract Sum in the amount of the cost differential.

## **8.6. DEMONSTRATION OF COMPLIANCE WITH CONTRACT REQUIREMENTS**

### **8.6.1. Inspection**

The burden of proving the constructed Work complies with the Contract Documents shall be on the Contractor at all times. To demonstrate its compliance with the Contract requirements, the Contractor shall assist the Owner's Representative in his or her inspection and observation of the Work. The Contractor shall grant the Owner's Representative access to the Work and Work Site, and to places where

Work is being prepared, or where materials, Equipment, or machinery are being obtained for Work. The Contractor shall provide information requested by the Owner's Representative in connection with inspection work.

If the Contract Documents, laws, ordinances, or any public regulatory authority requires parts of the Work to be specially inspected, tested, or approved, the Contractor shall give the Owner's Representative adequate prior written Notice of the availability of the subject Work for examination, which Notice shall be not less than two (2) working days.

Inspection and quality control tests performed on Work by the Contractor by the Owner's Representative shall not relieve the Contractor of its responsibility for errors or lack of quality therein and shall not be regarded as an assumption of risks or liability by the Owner's Representative for the Contractor's compliance with these Contract Documents. Contractor remains responsible and liable for all errors, defects or a lack of quality not discovered by inspection or observation.

If parts of the Work are covered prior to inspection or observation, the cost of exposing the Work for inspection and closing and re-covering shall be borne by the Contractor regardless of whether the Work is found to be in compliance with the Contract.

#### **8.6.2. Samples of Materials**

The Contractor shall provide Samples or specimens of materials to be incorporated in the Work that require laboratory examination or special testing, as requested by the Owner's Representative. Such Samples or specimens shall be provided in ample time to permit making proper test analysis and examinations before the Contractor plans to incorporate the material into the Work. An independent testing laboratory will conduct tests of material in accordance with the Specifications. In the absence of a specific test requirement, the Owner's Representative will determine the appropriate standard test to be used.

#### **8.6.3. Certification**

In cases where compliance of materials or Equipment to Contract requirements is not readily determinable through inspection and tests, the Contractor shall provide properly authenticated documents, certificates, or other proof satisfactory to the Owner's Representative that the materials and Equipment comply with the Contract requirements. These documents, certifications, and proofs shall include performance characteristics, construction materials, and physical or chemical characteristics of materials. The Contractor shall pay all associated costs of such certification.

#### **8.6.4. Inspection at Point of Manufacturing**

The Contractor shall be responsible and reimburse the Owner for the costs of inspections occurring outside of Whatcom, Skagit, Island, Snohomish, King, Pierce and Thurston counties if (a) inspection and testing of materials or Equipment in the vicinity of the Work by the Owner is not practicable, (b) the Contractor requests the Owner to inspect and test material or Equipment at the point of manufacture, or (c) the Specifications require that inspection, testing or witnessing of tests take place at the point of manufacture. Costs to be paid or reimbursed by the Contractor include, but are not limited to, travel, subsistence, labor and lodging expenses of the Owner's inspector.

#### **8.6.5. Testing and Commissioning of Completed Work**

Testing and commissioning of all mechanical, electrical, and instrumentation systems and completed portions of the Work, functioning as a completed system and the complete Project, functioning as a completed facility, shall be done in accordance with the Specifications.

#### **8.6.6. Storage of Materials and Equipment**

Contractor shall store materials and Equipment so as to insure the preservation of their quality and fitness for the Work. Stored Equipment and materials shall be located so as to facilitate inspection. The Contractor shall be responsible for damages, loss or casualty occurring to materials and Equipment until Final Acceptance.

---

**8.6.7. Manufacturer's Directions**

Manufactured articles, material and Equipment shall be transported, stored, applied, installed, connected, erected, adjusted, tested, operated and maintained as recommended by the manufacturer, unless otherwise specified herein. Manufacturer's installation instructions and procedures shall be provided to the Owner prior to installation of the manufactured articles, material and Equipment.

**8.7. DEFECTIVE WORK****8.7.1. Correction of Defective Work**

When, and as often as the Owner's Representative determines through his or her inspection procedures, material, Equipment or workmanship incorporated in the Project do not meet the requirements of the Contract, the Owner's Representative will give written notice of the noncompliance to the Contractor. Within fourteen (14) days from the receipt of such notice, the Contractor shall undertake the Work necessary to correct the deficiencies, and to comply with the Contract. If the Contractor disagrees with the Owner's Representative's determination and believes that the corrective Work should be covered by a Change Order, he or she shall immediately notify the Owner, in writing, setting forth its position. Within five (5) days after receipt of the Contractor's notification, the Owner will review the matter and notify the Contractor, in writing, of his or her determination.

If the Owner determines that the corrective Work is required to comply with the Contract, the Contractor shall proceed with such Work. As a condition precedent to the Contractor's request for adjustment of Contract Sum, Contract Time, or both, resulting from the performance of such corrective Work, the Contractor shall, within fifteen (15) days after receipt of the Owner's determination, provide the Owner with Notice of a Contract Claim for an adjustment of Contract Sum, Contract Time, or both. Contract Claims not timely and completely submitted are deemed waived. The Contractor shall document the cost information associated with the corrective work with daily records in accordance with Force Account procedures and shall provide such information to the Owner's Representative daily. Receipt of the cost data by the Owner's Representative will not be construed to be an acceptance of the corrective Work, or an authorization for a Change Order to cover the corrective Work. Contractor waives any such Contract Claim by failing to maintain accurate and complete Force Account records.

**8.7.2. Retention of Defective Work**

In its sole discretion, the Owner may retain Work that is not in compliance with the Contract. The Owner will determine the just and reasonable value for such defective and/or noncompliant Work and deductions will be made in the payments due or to become due to the Contractor. Final Acceptance will not act as a waiver of the Owner's right to recover from the Contractor an amount representing the deduction for retention of defective and/or noncompliant Work.

**8.8. MATERIALS AND EQUIPMENT FURNISHED BY OWNER**

Contractor shall install materials and Equipment furnished by the Owner as provided in the technical sections of the Specifications. Furnishing of material and Equipment by the Owner will be considered conclusive evidence of their acceptability for the purpose intended. If the Contractor discovers defects in material or Equipment furnished by the Owner, he or she shall immediately notify the Owner. After such discovery, the Contractor shall not proceed with Work involving Owner-furnished materials and Equipment unless authorized by the Owner. Unless otherwise noted or specifically stated, materials and Equipment furnished by the Owner, which are not of local occurrence or manufacture, are considered to be "FOB" railroad station or truck terminal nearest to the Site of the Work. At no cost to the Owner, the Contractor shall unload, transport, store, and protect such material and Equipment from damage. The Contractor shall inspect such Owner-furnished material and Equipment on receipt and provide the Owner with written acceptance for the incorporation of said material and Equipment into the Work. After receipt by the Contractor, the Contractor bears all risk of loss and casualty to Owner furnished materials and Equipment.

---

**8.9. GUARANTEE**

The Contractor warrants to the Owner that all materials and Equipment furnished under this Contract will be of highest quality and new unless otherwise specified by the Owner, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards shall be considered defective. If required by the Owner's Representative, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and Equipment.

The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects.

"Acceptance of the Work" shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract that has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

The Owner and the Contractor agree that the guarantee on the completed portions of the Work possessed and used by the Owner shall commence as to those portions on the date that the Owner takes possession of those portions and so notifies the Contractor in writing. Owner and Contractor further agree that such taking possession and use shall not be deemed as acceptance of the Work. Takeover of completed portions of the Work shall be at the Owner's option and will not be made until the Work can be put into routine service on a permanent basis.

The guarantee provided in this section 8.9 shall be in addition to those specific guarantee or warranty requirements for particular Equipment and Work items as indicated in the Specifications.

**8.10. CORRECTION PERIOD**

If within one year after the date of Substantial Completion, or such longer period of time as may be prescribed by the terms of any applicable special guarantee or warranty required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damage to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 8.6.6. is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such damaged land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting there from.

If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where Delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of Work of others) will be paid by Contractor.

The Owner is hereby authorized to make such repairs if, ten (10) days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of an emergency where, in the opinion of the Owner, Delay could cause serious loss or damage, repairs may be made prior to or concurrent with notice being sent to the Contractor. All expenses in connection with such repairs will be charged to the Contractor.



In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

Where defective Work (and damage to other Work resulting there from) has been corrected or removed and replaced under this Paragraph 8.10, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Contractor's obligations under this Paragraph 8.10 are in addition to any other obligation, guarantee or warranty. The provisions of this Paragraph 8.10 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

## **9. MEASUREMENT AND PAYMENT**

### **9.1. PAYMENTS TO CONTRACTOR**

#### **9.1.1. Schedule of Values**

The Contractor shall submit a Schedule of Values at least fifteen (15) days prior to submitting its first Application for Payment. If the Project contains Unit Price Work, in whole or in part, then the Schedule of Values for that portion of the Work shall also be based on unit prices. If the Bid form calls for a lump sum price, in whole or in part, then the Schedule of Values shall: reasonably allocate the Contract Sum among the various portions of the Work; be complete; be organized to include detailed breakdown of each major unit of the Work; be organized to correspond to Contractor's schedule; break down the Contract Sum showing the value assigned to each part of the Work; include an allowance for profit and Overhead; include Unit Price Work, if and to the extent indicated on the Bid form; be so organized as to facilitate assessment of work and payment of Subcontractors; and be balanced. To the greatest extent possible, the breakdown shall use the same tasks or units as the Contractor's schedule. Contractor shall provide documentation substantiating the cost allocation if asked by the Owner's Representative. Upon acceptance of the Schedule of Values by the Owner's Representative, it shall be used as a basis for all requests for payment.

#### **9.1.2. Progress Payments**

##### **9.1.2.1 Payment Request Procedures:**

By the tenth day of each month, or by schedule mutually agreed upon in writing by the Contractor and Owner's Representative, the Contractor shall submit to the Owner's Representative a partial payment estimate filled out and signed by the Contractor covering acceptable Work performed during the previous month, or since the last partial payment estimate was submitted. Contractor's submission of a progress pay estimate constitutes a material representation by the Contractor that it performed all of the Work described in the progress pay estimate during the relevant time period in a workmanlike manner and that the materials for which payment is requested reasonably conform to the Specifications and are either on the job Site or have been installed. If requested by the Owner's Representative, the Contractor shall provide such additional data as may be reasonably required to support the payment estimate. Such data may include satisfactory evidence of payment for Equipment, materials and labor including payments to Subcontractors and Suppliers. Certified invoices by the Suppliers shall accompany a request for payment for delivered Equipment and material. Such Equipment and material shall be suitably and safely stored at the Site of the Work. Payment requests shall summarize accepted operating and maintenance material with request for Equipment payment. A progress payment is preliminary only. By making a progress payment, the Owner does not waive or release its right, nor is it estopped from asserting, that previous progress payments were not earned or were in error, whether in whole or in part.

##### **9.1.2.2 Review Procedures:**

The Owner's Representative will review the estimate and either indicate in writing to the Owner his or her concurrence with the estimate and his or her recommendation that payment be made, or indicate in

writing to the Contractor his or her reasons for not concurring with the estimate. If the Owner's Representative recommends payment and the Owner concurs, the Owner will pay the Contractor a progress payment on the basis of the approved partial payment estimate, less retainage and any amounts the Owner may withhold pursuant to Contract or law. The recommendation of the Owner's Representative is not conclusive, final or binding upon the Owner.

In the event the Owner's Representative does not concur with the estimate, the Contractor may make the changes necessary to obtain the Owner's Representative's concurrence and resubmit the partial payment estimate, or submit the original progress payment estimate directly to the Owner, indicating in writing its reasons for refusing to make the changes necessary to obtain concurrence.

#### **9.1.2.3 Retained Percentage**

As provided in 9.7. **Retainage**, the Owner will retain five percent (5%) of all progress payments.

#### **9.1.2.4 Withholding**

The Owner's Representative may refuse to recommend the whole or any part of any payment if in the Owner's Representative's opinion it would be incorrect to make such recommendation to the Owner. The Owner's Representative may also refuse to recommend any such payment, or because of subsequently discovered evidence or the result of tests, may nullify any such payment previously recommended to such extent as may be necessary in the Owner's Representative's opinion to protect the Owner from loss as a result of:

1. Defective or damaged Work.
2. A deductive Change Order.
3. Persistent failure of the Contractor to perform the Work in accordance with the Contract Documents, including failure to maintain the progress of the Work in accordance with the construction schedule. Persistent failure to maintain the progress of the Work shall mean that for a period of two consecutive months following a written notice from the Owner's Representative or Owner, the Contractor fails to correct a behind-schedule condition at a rate that would reasonably indicate that he or she will finish the Project on schedule.
4. Disregard of authority of the Owner or Owner's Representative or the laws of any public body having jurisdiction.
5. Liquidated damages.
6. Misrepresentation of the quality of materials installed or amount of Work performed.
7. Discovery that a previous pay estimate erred with respect to the amount of Work performed or materials installed, irrespective of the Owner's Representative's recommendation at the time of the progress pay estimate.
8. Any other event that consists of a default under Section 5.4.1 of these General Conditions.

The Owner may refuse to make payment of the full amount recommended by the Owner's Representative because of Contract Claims made against the Owner on account of Contractor's performance or furnishing the Work or because of liens filed in connection with the Work or other set offs entitling Owner to reduce the amount recommended. In such case, the Owner shall give Contractor prompt written notice with copy to the Owner's Representative stating the reasons for each action.

#### **9.1.3. Final Payment**

Upon receipt of Contractor's written Notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner's Representative will inspect the Work. If the Owner's Representative finds the Work acceptable under the Contract Documents and the Contract fully performed and if the Contractor has signed a final contract voucher certification in the form provided by the Owner, the Owner's Representative will issue a final certificate for payment. The certificate for

payment will state that to the best of the Owner's Representative's knowledge, the Work appears to have been completed in accordance with the plans and specifications.

Final payment shall not become due until the Contractor, unless otherwise determined by the Owner, submits to the Owner's Representative: (1) an affidavit that payrolls, bills for materials and Equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered, less amounts withheld by Owner, have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written Notice has been given to the Owner; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment; and (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Prior estimates and payments, including those relating to Extra Work or Work omitted, shall be subject to correction by the final payment.

If, after Substantial Completion of the Work, Final Acceptance thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting Final Acceptance, and the Owner's Representative so confirms, the Owner may, upon application by the Contractor and certification by the Owner's Representative, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Owner's Representative prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Acceptance of final payment by the Contractor, a Subcontractor or material Supplier shall constitute a waiver of Contract Claims by that payee, except those Contract Claims previously timely and completely submitted that remain pending at the time of final payment, provided that Contractor specifically so notifies the Owner in writing prior to the Owner making such final payment. Payment by the Owner shall not release the Contractor or its surety from any obligation under the Contract or under the payment and performance bond.

## **9.2. PAYMENT FOR CHANGES**

### **9.2.1. Changes in Estimated Quantities of Unit Price Work**

Contractor will be paid only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantities of an item of Unit Price Work vary from the quantities originally estimated in the Contract Documents, payment will be at the Contract unit prices for accepted Work. If the total quantity of a Unit Price Work item varies by more than twenty-five percent (25%) from the quantity originally estimated in the Contract Documents, that part of the variance exceeding twenty-five percent (25%) may be adjusted as follows:

#### **9.2.1.1. Increased Quantities**

Either party to the Contract will be entitled to renegotiate the price for that portion of the actual quantity in excess of one hundred twenty-five percent (125%) of the original Bid quantity. The price for increased quantities will be determined by agreement of the parties, or, where the parties cannot agree, the price will

be determined by the Owner's Representative based upon the actual costs to perform the Work, including reasonable markup for Overhead and profit.

#### **9.2.1.2. Decreased Quantities**

Either party to the Contract will be entitled to an adjustment of Contract Sum if the actual quantity of Work performed is less than seventy-five percent (75%) of the original Bid quantity. The adjustment of Contract Sum in the case of decreased quantities shall be based upon any increase or decrease in costs due solely to the variation of the estimated quantity. The total payment for any item will be limited to no more than seventy-five percent (75%) of the amount originally Bid for the item.

#### **9.2.1.3. Limitations**

The following limitations shall apply to the adjustment:

1. The equipment rates shall be actual cost but shall not exceed the rates set forth in the AGC/WSDOT Equipment Rental Agreement in effect at the time the Work is performed.
2. No payment will be made for extended or unabsorbed home office Overhead and field Overhead expenses to the extent that there is an unbalanced allocation of such expenses among the Contract bid items.
3. No payment for consequential damages or loss of anticipated profits will be allowed because of variance in quantities from those originally shown in the bid form, Contract provision, and Drawings.

When ordered by the Owner's Representative, the Contractor shall proceed with the Work pending determination of the adjustment of Contract Sum or Contract Time for the variation in quantities.

The Owner will not adjust for increases or decreases if the Owner has entered the amount for the item in the bid form only to provide a common Bid for Bidders.

#### **9.2.2. Changes in Work Not Covered By Unit Prices**

Contractor shall be paid for changes in Work not covered by unit prices as provided in **9.5.**

#### **ADJUSTMENT OF CONTRACT SUM.**

#### **9.2.3. Deleted Work**

The Owner's Representative may delete Work as provided in **ARTICLE 6. CHANGES** or may terminate the Contract in whole or part as provided in **5.4.2. Termination for Convenience**. When the Contract is partially terminated for the Owner's convenience, the partial termination shall be treated as a deductive Change Order for payment purposes under this section.

Payment for completed items will be at Contract unit prices or pursuant to the Schedule of Values.

When a Change Order deletes an item in whole or in part, or when the Contract is terminated for convenience in whole or in part, payment for deleted or terminated Work will be made as follows:

1. Payment will be made for the actual number of units of Work completed at the unit contract prices unless the Owner's Representative determines the unit prices are inappropriate for the Work actually performed. When the Owner's Representative determines the unit prices are inappropriate for the Work actually performed, payment for Work performed will be as mutually agreed. If the parties cannot agree, the Owner's Representative will determine the amount of the adjustment of Contract Sum in accordance with **9.5. ADJUSTMENT OF CONTRACT SUM;**
2. Payment for partially completed lump sum items will be as mutually agreed. If the parties cannot agree, the Owner's Representative will determine the amount of the adjustment of Contract Sum in accordance with **9.5. ADJUSTMENT OF CONTRACT SUM;**
3. To the extent not paid for by the Contract Sum for the completed units of Work, the Owner will pay as part of the adjustment of Contract Sum those direct costs necessarily and actually incurred

by the Contractor in reasonable anticipation of performing the Work that has been deleted or terminated;

4. The total payment for any one item in the case of a deletion or partial termination shall not exceed the Bid price as modified by approved Change Orders less the estimated cost, including Overhead and profit, to complete the Work and less any amount paid to the Contractor for the item;
5. If the entire remainder of the Contract is terminated, the total payment to the Contractor shall not exceed the total Contract Sum as modified by approved Change Orders less those amounts paid to the Contractor before the effective date of the termination; and
6. No claim for damages of any kind or for loss of anticipated profits or consequential damages on deleted or terminated Work will be allowed because of termination or Change Order. Contract Time shall be adjusted as the parties agree. If the parties cannot agree, the Owner's Representative will determine the adjustment of Contract Time.

Acceptable materials ordered by the Contractor prior to the date the Work was terminated or deleted will either be purchased from the Contractor by the Owner at the actual cost and shall become the property of the Owner, or the Owner will reimburse the Contractor for the actual costs of returning these materials to the Suppliers.

If Contractor disagrees with the adjustment of Contract Sum determined by the Owner's Representative, Contractor may submit a Contract Claim for the difference between the amount determined by the Owner's Representative and the amount sought by the Contractor.

Contractor shall not be entitled to anticipated profits on deleted, terminated, or uncompleted Work.

### **9.3. CHARGES TO CONTRACTOR**

The Contractor shall pay the Owner on demand everything charged to it under the terms of this Contract. Such charges may be deducted by the Owner from money due or to become due to the Contractor under the Contract. The Owner may recover such charges from the Contractor or from its surety.

Contractor agrees to pay the costs of overtime or excessive inspection and observation costs incurred by the Owner. Overtime inspection shall include inspection required during Saturdays, Sundays, City holidays and weekdays, in excess of 40 hours per week or outside of normal working hours and inspections or observations that result in an inspector or observer working more than forty hours in a week. Costs of such overtime or excessive inspection or observation include architecture, engineering, construction management services, inspection, general supervision and Overhead expenses which are directly chargeable to the overtime or excessive work. Contractor agrees that Owner will deduct such charges from payments due the Contractor. In the event the Owner by Change Order requires the Contractor to work in excess of the established schedule of working hours, the Owner will not charge the Contractor for inspection costs associated therewith.

### **9.4. COMPENSATION TO OWNER FOR TIME EXTENSION**

The Owner shall be compensated by the Contractor for the actual costs to the Owner of engineering, inspection, general supervision, right-of-way costs, permit fees, Overhead expenses, and any other ascertainable direct costs to the Owner that are directly chargeable to the Work and which accrue during the period of such extension. The actual costs do not include charges for final inspection and preparation of the final payment by the Owner.

### **9.5. ADJUSTMENT OF CONTRACT SUM**

#### **9.5.1 Calculation**

Except as otherwise expressly provided in these General Conditions, any and all adjustments of Contract Sum shall be determined as follows:

1. If the parties are able to agree, the price will be determined by using:

- a. Unit prices, if the Work items are defined by unit prices; and
  - b. Other prices agreed upon by the Contractor and Owner for Work not defined by unit prices.
2. If the parties cannot agree, the Owner's Representative will determine the price pursuant to the following order:
  - a. Unit prices, if the Work items are defined by unit prices; and
  - b. Other means to establish the reasonable cost of the Work if it is not defined by unit prices, including, but not limited to, Force Account as described in **9.6. FORCE ACCOUNT**, the Schedule of Values, or estimating manuals.

### 9.5.2 Limitations

The following limitations shall apply in determining the amount of an adjustment:

1. Except as otherwise expressly provided, Contractor will only be paid for costs it clearly and convincingly proves it actually and directly incurred, and shall not include consequential or indirect damages not otherwise expressly permitted by the Contract Documents. Costs and damages for which Owner shall not be liable under any circumstances include, but are not limited to: (a) borrowing or interest costs, charges, or expenses of Contractor; (b) alleged lost profit or Overhead on any other project; and (c) Contractor's failure or inability to obtain other work.
2. No Contract Claim for adjustment of Contract Sum or additional compensation for extra, affected, impacted or inefficient Work will be allowed where the Contractor does not keep and maintain contemporaneous, complete and accurate time records for labor and equipment and contemporaneous, complete and accurate records for materials and where such records do not contemporaneously segregate and allocate by time, location and work the time and costs for each item or element of such work. Contractor's failure to keep and maintain such records constitutes a waiver of any Contract Claim or request by the Contractor for adjustment of Contract Sum for such costs or event.
3. To the extent the Contractor is entitled to an adjustment of Contract Sum due to any Delay or extension of Contract Time, Contractor shall be compensated as provided in **12.4 REMEDIES**. Such compensation shall be full, adequate and complete compensation for all direct, indirect, cumulative, inefficiency, impact and ripple costs causing, arising out of, or relating to such delays or extension.
4. Contractor and Owner agree that compensation to the Contractor for a Contract Claim shall not exceed the Contractor's actual costs based upon Force Account as described in **9.6. FORCE ACCOUNT**. Contractor waives, releases, and agrees not to submit any request for adjustment of Contract Sum or Contract Claim based upon a "total cost" or "modified total cost" calculation, in whole or in part, but instead agrees that any and all requests for compensation shall be based upon accurate, complete and contemporaneous cost records that segregate and allocate actual costs (a) between base Contract Work and the work for which additional compensation is sought and (b) between each item of work for which additional compensation is sought. Claims for inefficiency shall only be based on and calculated by a comparison of productivity of similar Work performed in an unaffected or least affected area of the Project.
5. No claim for consequential damages of any kind will be allowed.

### 9.5.3 Unabsorbed and Extended Overhead

Any Extended or Unabsorbed Overhead to which the Contractor may be entitled shall be calculated using the *Eichleay* formula by:

1. Determining the pro-rata amount of Overhead allocable to the subject project. This is accomplished by multiplying Overhead costs by the ratio of the subject project's billings to the Contractor's overall billings during the overall period of the subject Project's performance. The result is "Allocable Overhead."

- a. Any additional and unresolved direct cost claims presented by the Contractor concurrently with any request for Extended and/or Unabsorbed Overhead shall not be included in determining the ratio of the subject Project billings to overall Contractor billings for the period of project performance.
2. Determining the daily amount of Allocable Overhead for the subject Project. This is accomplished by dividing the Allocable Overhead for the subject Project by the number of days (as contractually defined) of Contract performance. The result is the Daily Rate of Allocable Overhead.
3. Determining the gross amount of potential additional compensation for Home Office Overhead due to the project extension. This is accomplished by multiplying the Daily Rate of Allocable Overhead by the number of days of project extension caused solely by the Owner. This results in the Gross Amount of Additional Home Office Overhead Compensation.
4. Adjusting the Gross Amount of Additional Home Office Overhead Compensation for any additional contribution for Overhead received by the Contractor on any Change Orders that are being presented and resolved concurrently with the subject calculation for Unabsorbed and/or Extended Home Office Overhead. The necessary adjustment would be to reduce the Gross Amount of Additional Home Office Overhead Compensation by any additional compensation for Overhead included in any direct cost claims being resolved concurrently with any claim for Extended and/or Unabsorbed Home Office Overhead.

Contractor shall not receive compensation for cost of use of equity capital.

## **9.6. FORCE ACCOUNT**

If Work or materials are to be paid for by Force Account, payment amounts will be determined and Contractor shall contemporaneously prepare, keep and maintain records segregated and allocated by time, location and item of Work in compliance with this subsection. Such records must be contemporaneously countersigned by the Owner or the Owner's Representative (or its designee). Any records not countersigned by the Owner or Owner's Representative shall be excluded from the calculation of payment under this subsection.

The payments provided for herein shall be full payment for all Work done on a Force Account basis. The payment shall be deemed to cover all expenses of every nature, kind, and description, including all Overhead expenses, profit, occupational tax and any other Federal or State revenue acts, premiums on public liability and property damage insurance policies, and for the use of small tools and equipment for which no rental is allowed.

No Contract Claim for Force Account shall be allowed except upon written order by the Owner's Representative for Extra Work prior to the performance of the Extra Work. No Extra Work shall be construed as Force Account Work that can be measured under the Specifications and paid for at the unit prices or lump sum named in the Contract.

The Owner's Representative shall compute the amount and costs of any Work to be paid by Force Account, and the amount certified by the Owner's Representative shall be final as provided in **3.2.**

### **OWNER'S REPRESENTATIVE.**

The Contractor's wage, payroll, and cost records pertaining to Work paid for on a Force Account basis shall be open to inspection or audit as provided in **ARTICLE 17. AUDITS.**

#### **9.6.1 Labor.**

The Owner will reimburse the Contractor for labor and for supervision by foremen dedicated solely to the particular Force Account item of Work, but not for supervision by general superintendents or general foremen. The Owner's Representative will compute the labor payment on the basis of these four factors:

1. Weighted Wage Rate. The Weighted Wage Rate combines:

- a. the current basic wage and fringe benefits the Contractor is required and has agreed to pay,
- b. Federal Insurance Compensation (FICA),
- c. Federal Unemployment Tax Act (FUTA), and
- d. State Unemployment Tax Act (SUTA)

A Weighted Wage Rate shall be computed for each classification of labor used. This rate shall reflect the Contractor's actual cost. It shall neither exceed what is normally paid to comparable labor nor fall below the minimum required by **7.1. WAGES OF EMPLOYEES**. If the Owner's Representative authorizes overtime, the Weighted Wage Rate shall be determined on the same basis.

2. Travel Allowance and Subsistence. This includes the actual costs of allowances for travel or subsistence paid to employees in the course of their work on the item. This reimbursement will be made only if such allowances are required by a regional labor agreement or are normally paid by the Contractor to comparable labor for performing other work.
3. Industrial Insurance and Medical Aid Premiums. The Owner will reimburse Contractor-paid premiums for Marine Industrial Insurance, for State of Washington Industrial Insurance, and Medical Aid Premiums that become an obligation of the Contractor and are chargeable to the Force Account Work. The Owner will not pay the Contractor for Medical Aid premiums that are paid by the employees.
4. Overhead and Profit. The Owner will pay the Contractor twenty-nine (29) percent of the sum of the costs listed in a, b, and c above to cover Project Overhead, general company Overhead, profit, and any other costs incurred.

#### **9.6.2. Materials.**

The Owner will reimburse actual invoice cost for Contractor-supplied materials. This cost includes actual freight and express charges and taxes, provided that these costs have not been paid in some other manner under the Contract. A deduction will be made for any offered or available discounts or rebates if the Owner has provided the Contractor with the means to comply with the provisions allowing the discount. The Owner will then add twenty-one (21) percent of the balance to cover Project overhead, general company Overhead, profit, and any other cost of supplying materials.

To support charges for materials, the Contractor shall provide the Owner's Representative with authentic, complete and accurate copies of vendor invoices, including freight and express bills. If invoices are not available for materials from the Contractor stocks, the Contractor shall certify actual costs by affidavit.

If Contract Claims for materials costs are too high, inappropriate, or unsupported by satisfactory evidence, the Owner's Representative may determine the cost for all or part of the materials. When determined in this manner, the cost will be the lowest current wholesale price from a source that can supply the required quantity, including delivery costs.

The Owner reserves the right to provide materials. If so, the Contractor will receive no payment for any costs, Overhead, or profit on such materials.

#### **9.6.3. Equipment.**

The equipment rates shall be actual cost but shall not exceed the rates set forth in the AGC/WSDOT Equipment Rental Agreement in effect at the time the Work is performed,

The approval of the Owner's Representative shall be required for the selection of machine-power tools or equipment prior to their use in Force Account situations.

The payment for any machine-power tools or equipment shall be made according to the current AGC/WSDOT Equipment Rental Agreement in effect at the time the Force Account is authorized. The rates as set forth in the Rental Rate Blue Book (as modified by the current AGC/WSDOT Equipment Rental Agreement) are the maximum rates allowable for equipment of modern design and in good



working condition. These rates shall be full compensation for all fuel, oil, lubrication, repairs, maintenance, and all other costs incidental to furnishing and operating the equipment except labor for operation.

The Owner will add twenty-one (21) percent to equipment costs to cover Project Overhead, general company Overhead (excluding equipment Overhead included in the Rental Rate Blue Book), and profit.

Current copies of the Rental Rate Blue Book and the AGC/WSDOT Equipment Rental Agreement will be maintained at each region office of the Washington State Department of Transportation and at each of the offices of the Associated General Contractors of America, in Seattle, Spokane, Tacoma, Washington and Wilsonville, Oregon, where they are available for inspection.

#### **9.6.4. For Services.**

Compensation under Force Account for specialized services shall be made on the basis of an invoice from the providing entity. A “specialized service” shall be one that is typically billed through invoice in standard industry practice. Before Work is started, the Owner’s Representative may require the Contractor to obtain multiple quotations for the service to be utilized and select the provider with prices and terms most advantageous to the Owner. In the event that prior quotations are not obtained and the service invoice is submitted by the Subcontractor, then after-the-fact quotations may be obtained by the Owner’s Representative from the open market in the vicinity and the lowest such quotation may be used in place of the submitted invoice.

Except as noted below, the Owner will pay the Contractor an additional twenty-one (21) percent of the sum of the costs included on invoices for specialized services to cover project Overhead, general company Overhead, profit, bonding, insurance, Business & Occupation tax, and other costs incurred.

When a Supplier of services is compensated through invoice, but acts in the manner of Subcontractor, as described in **9.6.6. For Contractor Markup of Subcontractors Work** of this provision, then markup for that invoice shall be according to **9.6.6. For Contractor Markup of Subcontractors Work**.

#### **9.6.5. For Mobilization.**

Force Account mobilization is defined as the preparatory work performed by the Contractor including procurement, loading and transportation of tools and equipment, and personal travel time, when such travel time is a contractual obligation of the Contractor or a customary payment for the Contractor to all employees. Mobilization also includes the costs incurred during demobilization applies to both Force Account and other Contract Work. Owner will pay for mobilization for off-site preparatory work for Force Account items provided that Notice has been provided sufficiently in advance to allow the Owner’s Representative to witness the activity, if desired.

Any costs experienced during mobilization activities for labor, equipment, materials or services shall be listed in that section of the Force Account summary and paid accordingly.

#### **9.6.6. For Contractor Markup on Subcontractor’s Work.**

When Work is performed on a Force Account basis by one or more approved Subcontractors, by lower-tier Subcontractors or Suppliers, or through invoice by firm(s) acting in the manner of a Subcontractor, the Contractor will be allowed an additional markup, from the table below, applied to the costs computed for Work done by each Subcontractor through **9.6.1**, **9.6.2**, **9.6.3**, and **9.6.4**, to compensate for all administrative costs, including project Overhead, general company Overhead, profit, bonding, insurance, Business & Occupation tax, and any other costs incurred.

A firm may be considered to be acting as a Subcontractor when the Owner’s Representative observes one or more of the following characteristics:

1. The person in charge of the firm’s activities takes an active role in managing the overall project, including extensive coordination, interpretation of Drawings, interaction with the Owner or management of a complex and interrelated operation.

2. Rented equipment is provided fueled, operated and maintained by the firm. Operators of rented equipment are supervised directly by the firm's representative. There is a little interaction between the Contractor and the employees of the firm.
3. The firm appears to be holding the risk of performance and quality of the Work.
4. The firm appears to be responsible for liability arising from the Work.

Markups on Work Performed by Subcontractor(s):

On amounts paid for Work performed by each Subcontractor on each Force Account and calculated through 9.6.1-4	Up to \$25,0000	12%
On amounts greater than	\$25,000 up to \$100,000	10%
On amounts greater than	\$100,000	7%

The amounts and markup rates shall be calculated separately for each Subcontractor on each Force Account item established.

The payments provided above shall be full payment for all Work done on a Force Account basis. The calculated payment shall cover all expenses of every nature, kind and description, including those listed above and any others incurred on the Work being paid through Force Account. Nothing in this provision shall preclude the Contractor from seeking an extension of time or time-related damages to unchanged Work arising as a result of Force Account Work. The amount and costs of any work to be paid by Force Account shall be computed by the Owner's Representative and the result shall be final as provided in **3.2 OWNER'S REPRESENTATIVE**.

An item that has been bid at a unit price or lump sum in the Bid will not be paid as Force Account unless a change, as defined in **ARTICLE 6. CHANGES**, has occurred and the provisions require a payment adjustment. Items which are included in the Bid as Force Account or which are added by change order as Force Account may, by agreement of the parties at any time, be converted to agreed unit prices or lump sums applicable to the remaining Work.

## 9.7. RETAINAGE

Pursuant to RCW Chap. 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained from progress estimates. In addition to protecting the interests of those identified in RCW Chap. 60.28, such retainage shall be used as a trust fund for the protection of the Owner.

At the option of the Contractor; monies retained under the provisions of RCW 60.28 shall be:

1. Retained in a fund by the Owner, or
2. Deposited by the Owner in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the Owner and may not be withdrawn without the Owner's written authorization. The Owner will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues. Bank and Contractor will execute an escrow agreement in the form provided by Owner.
3. Released after submission of fully executed retainage bond in the form provided by Owner.

The Contractor shall designate the option desired at the time the Contract is executed. If the Contractor chooses option 2 (deposit in escrow account), Contractor agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all

risks in connection with the investment of the retained percentages in securities. The City may also, at its option, accept a bond in lieu of retainage.

Retainage will be released when all of the following conditions are satisfied:

1. Sixty (60) days have elapsed following the completion of all Work specified in the Contract; and
2. The Contractor fulfilled all of all obligations of the Contractor under the Contract, including, but not limited to, the Contractor's furnishing all documentation required by Contract and law; and
3. A release has been obtained from the Washington State Department of Revenue; and
4. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Owner (RCW 39.12.040); and
5. A release has been obtained from the Washington State Department of Labor & Industries and the Washington State Employment Security Department; and
6. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed and provided the conditions one through five are met, the Contractor will be paid the retained percentage less an amount sufficient to pay any such claims together with a sum determined by the Owner sufficient to pay the cost of claims and attorney's fees.
7. All other conditions required by law are satisfied.

## **10. NOTICE TO OWNER**

### **10.1 WHEN NOTICE MUST BE GIVEN**

Whenever

1. The Contractor disagrees with any requirement, direction, interpretation or determination by the Owner or Owner's Representative;
2. The Contractor knows, or should with the reasonable exercise of ordinary care know, of a differing site condition as provided in **11. DIFFERING SITE CONDITIONS**;
3. The Contractor knows, or should with the reasonable exercise of ordinary care know, of any Delay or an event that may cause a Delay;
4. The Contractor believes, or with the reasonable exercise of ordinary care should believe, it is entitled to an adjustment of Contract Sum or Time, even if the total or exact amount or impact cannot yet be determined;
5. The Contractor believes it is required or directed to perform work that is outside the scope of the Contract Documents; or
6. An event occurs, or fails to occur, that the Contractor believes, or should reasonably foresee, may result in a Contract Claim;

the Contractor shall immediately give Notice to the Owner or Owner's Representative as provided in this section and elsewhere in the General Conditions and Specifications.

Timely and adequate Notice is a condition precedent to a Contract Claim.

Requests for extensions of Contract Time must be made and will be evaluated in accordance with **5.2.2.2 Extensions of Contract Time**.

Irrespective of any request for additional compensation or Contract Time or any Contract Claim that work is extra and not part of the original scope of Work, the Contractor shall proceed expeditiously and promptly with the work as the Owner orders.

If the Contractor fails to follow the procedures of this Contract, including failing to give Notice, the Contractor completely waives such Contract Claim. In its sole discretion, the Owner may waive strict

compliance with procedures, but any such waiver of one or more items or elements does not waive the necessity for Contractor's strict compliance with any other item or element, nor shall such waiver be admissible in any legal proceeding for any reason.

## **10.2 FORM OF NOTICE**

The Notice must include the following minimum information:

1. A complete and accurate description of the event or events giving rise to the Notice, including dates, times, and locations;
2. A preliminary list of persons involved in such event;
3. A statement whether the Contractor believes the event may result in a Contract Claim for additional Contract Time or adjustment of the Contract Sum;
4. A date by which Contractor shall begin providing Supplemental Information as provided in this section.

## **10.3 SUPPLEMENTAL INFORMATION**

Contractor shall supplement the written Notice as soon as possible with a written statement providing the following:

1. The date of the event, incident, direction, and other pertinent information;
2. The nature and circumstances giving rise to the Notice;
3. The Contract provisions relating to, but not limited to, the event, incident, and direction;
4. The estimated dollar cost, if any, of the Extra Work, or Delay, or both and how that estimate was determined; and
5. An analysis of the schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

Throughout any work related to a Notice, the Contractor shall keep complete and accurate records of costs, expenses, and time incurred for which Contractor will or may seek an adjustment. Contractor waives and is stopped from seeking an adjustment of Contract Sum or Contract Time where Contractor fails to keep and maintain cost, timekeeping, and scheduling records segregated and contemporaneously allocated to the subject work for which an adjustment is sought. For example, failure to keep contemporaneous labor and equipment time records specifically and only allocated to each item of claimed Extra Work shall constitute a waiver of any Contract Claim for reimbursement or additional Contract Time for each such item of Extra Work. The Contractor shall permit the Owner access to these and any other records needed for evaluating requests for additional Contract Time or Contract Sum.

## **11. DIFFERING SITE CONDITIONS**

Upon discovery and before such conditions are disturbed, the Contractor shall promptly provide Notice to the City's Representative of:

1. Pre-existing subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or
2. Pre-existing unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Contract.

Upon written request, the City's Representative shall determine whether the actual conditions encountered by the Contractor conditions are materially different and, if so, are the cause of a material increase or decrease in the Contractor's cost of performance of the Work, or extend the duration of the critical path of the schedule. Upon such determination, the City's Representative will make an adjustment

of Contract Sum or Contract Time, as appropriate. Extensions of Contract Time will be evaluated in accordance with **5.2.2.2 Extensions of Contract Time**.

The City's Representative's determination that differing site conditions do not exist and/or the appropriate adjustment in Contract Sum or Contract Time (if any) shall be final. If there is a decrease in the cost or time required to perform the Work, failure of the Contractor to notify the City's Representative of the differing site condition shall not affect the City's right to make an adjustment in the Contract Sum or Contract Time. Additionally, no Contract Claim or adjustment of Contract Sum or Contract Time shall be allowed unless the Contractor has followed the procedures provided for in this Contract, including, but not limited to, furnishing timely Notice of the event and its effect on Contract Time and Contract Sum as required herein.

Contractor shall in no event be entitled to a Contract Claim or adjustment of Contract Sum or Contract Time based on an allegation that the pre-existing subsurface or latent physical conditions at the site differ materially from those indicated in this Contract unless Contractor establishes that it reasonably relied on the conditions indicated in this Contract when making its bid, that the actual conditions encountered on the site differed materially from those indicated in this Contract, and that such materially-different conditions were not foreseeable at the time of its bid.

## **12. CONTRACT CLAIMS**

### **12.1 GENERAL**

If the Contractor requests or believes for any reason that it is entitled to an adjustment of Contract Sum or Contract Time, or if the Contractor has a Dispute with the Owner and wants the Owner to take some action, or refrain from taking action, the Contractor shall file a Contract Claim as provided in this section. A timely and complete Contract Claim is a condition precedent to any entitlement by the Contractor to an adjustment of Contract Sum or Contract Time. No Contract Claim shall be allowed unless the Contractor has given Notice as required by **10. NOTICE TO OWNER** and/or **11. DIFFERING SITE CONDITIONS** and otherwise fully complies with the requirements of this section **12. CONTRACT CLAIMS**. The Contractor waives any Contract Claim if: (a) Notice was not timely given in accordance with the requirements of **10. NOTICE TO OWNER** and/or **11. DIFFERING SITE CONDITIONS**; (b) the Owner's Representative is not afforded reasonable access by the Contractor to complete records, including, but not limited to, correspondence, job diaries, and actual cost and additional time incurred; (c) a Contract Claim is not timely filed as required by the General Conditions; or (d) adequate, accurate, contemporaneous and segregated supporting time and expense records are not kept and maintained. The fact that the Contractor provided proper and timely Notice, provided a properly filed Contract Claim, or provided the Owner's Representative access to records of actual cost, shall not in any way be construed as proving or substantiating the validity of the Contract Claim. If the Owner determines the Contract Claim has merit in whole or in part, the Owner's Representative will make an adjustment of Contract Sum or Contract Time required for the work, or both. If the Owner's Representative finds the Contract Claim to be without merit, no adjustment will be made.

The Contractor shall keep full, complete, accurate and contemporaneous records of the costs and additional time incurred for any alleged Contract Claim. The Contractor shall permit the Owner's Representative to have access to those records and any other records as may be required by the Owner's Representative to determine the facts or contentions involved in the Contract Claim. Owner is not obligated to respond to a Contract Claim unless the Contractor is in full compliance with all the provisions of the General Conditions and the formal Contract Claim document has been submitted.

Full compliance by the Contractor with the provisions of this section 12 is a contractual condition precedent to the Contractor's right to sue or seek any recovery against the Owner in any legal proceeding.

## 12.2 CONTENTS

All Contract Claims filed by the Contractor shall be in writing, verified under penalty of perjury by an officer or principal of the Contractor, and in sufficient detail to enable the Owner's Representative to ascertain the basis and amount of the Contract Claim. All Contract Claims shall be submitted to the Owner's Representative. At a minimum, each Contract Claim must include:

1. A detailed factual statement of the Contract Claim for and adjustment of the Contract Sum or Contract Time, if any, providing all necessary dates, locations, and items of work affected by the Contract Claim.
2. The dates of all facts related to the Contract Claim.
3. The name of each Owner's individual, official, or employee involved in or knowledgeable about the Contract Claim.
4. The specific provisions of the Contract that support the Contract Claim and a statement of the reasons why such provisions support the Contract Claim.
5. If the Contract Claim relates to a decision of the Owner's Representative that the Contract leaves to the Owner's Representative's discretion or as to which the Contract provides that the Owner Representative's decision is final, the Contractor shall set out in detail all facts supporting its position relating to the decision of the Owner's Representative.
6. Identification of any documents and the substance of any oral communications that support the Contract Claim.
7. Copies of any identified documents that support the Contract Claim, other than Owner documents and documents previously furnished to the Owner by the Contractor. Standard industry manuals may be incorporated by reference.
8. If Contractor seeks an extension of Contract Time:
  - a. The specific amount of time (including days and dates) sought.
  - b. The specific reasons the Contractor believes an extension of Contract Time should be granted, including, but not limited to, compliance with the requirements of **5.2.2.2 Extensions of Contract Time**; and
  - c. The specific provisions of the Contract Documents under which it is sought.
9. If Contractor seeks an increase in the Contract Sum, the exact amount sought and a breakdown of that amount into the following categories:
  - a. Labor
  - b. Materials
  - c. Direct Equipment. The actual cost for each piece of equipment for which a Contract Claim is made or in the absence of actual cost, the rates established by the AGC/WSDOT Equipment Rental Agreement that was in effect when the work was performed. In no case shall the amounts sought or paid for each piece of equipment exceed the rates established by the Equipment Rental Agreement even if the actual cost for such equipment is higher. The Owner may audit the Contractor's cost records to determine actual equipment cost. The following information shall be provided for each piece of equipment:
    - i. Detailed description (e.g., Motor Grader Diesel Powered Caterpillar 12 "G", Tractor Crawler ROPS & Dozer Included Diesel)
    - ii. The hours of use or standby; and
    - iii. The specific day and dates of use or standby;
    - iv. Job Overhead.

- v. Overhead (general and administrative).
  - vi. Subcontractor's contract claims (in the same level of detail as specified herein is required for all Subcontractor's contract claims); and
  - vii. Other categories as specified by the Contractor or the Owner.
10. A notarized statement shall be submitted to the Owner's Representative containing the following language:

Under the penalty of law for perjury or falsification, the undersigned,

\_\_\_\_\_,  
(name) (title)  
of \_\_\_\_\_  
(company)

hereby certifies that the Contract Claim for an adjustment of the Contract Sum and/or Contract Time, if any, made herein for Work on this Contract is a true and complete statement of the factual basis of the Contract Claim and all actual costs incurred and time sought, and is fully documented and supported under the Contract between the parties.

Date \_\_\_\_\_/s/ \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public

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

### 12.3 FALSE OR OMITTED INFORMATION

The Contractor waives each Contract Claim for which it presents material information that it knows, or in the exercise of reasonable care should know, is false, or omits or fails to disclose material information relating to such Contract Claim. In such case, Contractor shall reimburse the Owner for any and all fees and expenses incurred in investigating any such Contract Claim.

### 12.4 REMEDIES

#### 12.4.1 General

If a Contract Claim has merit in whole or in part, then Contractor's sole remedies shall be those provided in this subsection. Contractor must timely and strictly comply with the requirements of **10. NOTICE TO OWNER, 11. DIFFERING SITE CONDITIONS, 12. CONTRACT CLAIMS** and all other General Conditions relating to the Contract Claim. Adjustments to Contract Time shall be determined pursuant to **5.2.2.2 Extensions of Contract Time**. Failure to comply strictly and timely shall be deemed a waiver of the Contract Claim.

#### 12.4.2 Extra Work

##### 12.4.2.1 Adjustment of Contract Sum

If the Contractor is entitled to an adjustment of Contract Sum because of Extra Work, the adjustment shall be calculated and paid as provided in **9.5. ADJUSTMENT OF CONTRACT SUM**. This amount includes jobsite and home office Overheads for such Work, including any schedule delays relating to such Work. Therefore, no compensation in addition to that provided in **9.6. FORCE ACCOUNT** shall be paid for such things as extended Overhead or other costs or damages.

**12.4.2.2 Extension of Contract Time**

Extensions of Contract Time caused by Extra Work shall be determined as provided in **5.2.2.2 Extensions of Contract Time**.

**12.4.3 Delays****12.4.3. Owner Caused Delay Unrelated to Extra Work****12.4.3.1.1 Adjustment of Contract Sum**

If the Contractor is entitled to an adjustment of Contract Sum because of a Delay solely caused by the Owner that does not relate to Extra Work, Contractor shall only be compensated for the items below, less all funds paid pursuant to any change in the Contract Sum that contributed to the Delay:

1. Documented, incurred cost of nonproductive field supervision or labor extended because of the Delay;
2. Documented, incurred cost of home office supervision to attend jobsite meetings;
3. Documented, incurred cost of temporary facilities or equipment rental extended because of the Delay;
4. Documented, incurred cost of insurance extended because of the Delay;
5. General and administrative Overhead in an amount to be agreed upon, but not to exceed three percent (3%) of original Contract Sum divided by the Contract Time for each day of the Delay.

Owner shall not owe Contractor compensation for extended Overhead or other delay costs to the extent Contractor or anyone other than the City contributed to or is concurrently responsible for the Delay.

**12.4.3.1.2 Adjustment of Contract Time**

If the Contractor is entitled to an adjustment of Contract Time because of a Delay solely caused by the Owner that does not relate to Extra Work, Contractor shall be entitled to an adjustment of Contract Time to the extent the Delay increases the duration of the Project, as measured by the critical path and as demonstrated pursuant to the requirements of **5.2.2.2 Extensions of Contract Time**.

**12.4.3.2 Contractor Caused Delay**

If the Contractor is solely responsible for any Delay to any interim milestone, Substantial Completion, Physical Completion or the Completion Date, the Owner shall be entitled to liquidated or other damages as provided elsewhere in the Contract Documents. The Contractor accepts the risk of any Delays caused by strikes, work slowdowns, job actions and labor unrest of any kind. Contractor shall not be entitled to any increase in Contract Sum or Contract Time due to a Delay it caused.

**12.4.3.3 Delays Concurrently Caused by Contractor and Owner**

If the Owner and the Contractor cause a Delay concurrently, neither the Owner nor the Contractor shall be liable to the other except as provided herein.

**12.4.3.3.1 Adjustment of Contract Sum**

The Contractor shall not be entitled to any adjustment in Contract Sum for Delays concurrently caused by the Owner and the Contractor.

**12.4.3.3.2 Adjustment of Contract Time**

The Contractor shall be entitled to an extension of Contract Time for the Owner caused portion of any Delay concurrently caused by the Owner and Contractor to the extent the Owner caused the Delay to extend longer than if the Contractor had solely caused the Delay.

**12.4.3.4 Third Party Caused Delays and Force Majeure**

For the purposes of this section 12.4.3.4, a "Force Majeure Event" is defined as earthquake, flood, pandemic (and governmental laws, regulations, requirements, and orders resulting therefrom), natural



disasters, acts of war or acts of terrorism. Pandemic in the preceding sentence includes without limitation the COVID-19 / novel coronavirus (SARS-CoV-2) pandemic, which is the subject of the Governor's proclamation dated February 29, 2020, and subsequent proclamations.

For the purposes of this section 12.4.3.4, a "Third Party" is defined as a third party for whom neither the Contractor nor the City is responsible.

#### **12.4.3.4.1 Adjustment of Contract Sum**

The Owner and the Contractor shall not be responsible to compensate each other financially for any Delay to the extent caused by a Third Party or a Force Majeure Event. A Delay caused by a utility's failure to provide service or relocate its lines (despite a timely request for such service or relocation) is an example of this kind of Delay for which neither the Contractor nor the Owner is financially responsible to the other. Mislocated utility lines or utility lines not located are another example of a Delay for which neither the Contractor nor the Owner is responsible to the other. However, the Contractor's failure to request a utility locate or relocation in a timely way is not, and any resulting Delay would be the responsibility of the Contractor. Because the Contractor is responsible for ordering materials and Equipment, Contractor shall not be entitled to an adjustment of Contract Time or Contract Sum due to Delays caused by the lack of materials or Equipment. A strike, job action, slowdown, work to rule, or other job action or labor dispute or problem is not a Delay caused by a Third Party for the purposes of section **12.4.3 Delays**.

#### **12.4.3.4.2 Adjustment of Contract Time**

The Contractor shall be entitled to an extension of Contract Time for Delays to the extent caused by a Third Party or Force Majeure Event. Extension of Contract Time shall be determined pursuant to 5.2.2.2 Extensions of Contract Time.

### **12.4.3.5 Extended or Unabsorbed Overhead**

#### **12.4.3.5.1 General**

To present a request for additional compensation for Extended or Unabsorbed Overhead, the Contractor has the burden of keeping and maintaining accurate documentation to support any such claim. If the Contractor fails to provide or keep adequate financial data for an accurate and fair Eichleay calculation, Contractor waives and releases any claim for Unabsorbed or Extended Overhead. In presenting any claim under this section of the Contract, the Contractor agrees to provide to the Owner any and all financial data needed by the Owner, or its representative, to review, substantiate and evaluate any claim for Extended and/or Unabsorbed Home Office Overhead. Failure to provide the requested information shall constitute waiver by the Contractor.

If Contractor is entitled to an adjustment of Contract Sum for Unabsorbed or Extended Overhead, it shall be calculated as provided in **9.5.3. Unabsorbed and Extended Overhead**.

#### **12.4.3.5.2 Elements**

Contractor shall only be entitled to an adjustment of Contract Sum for Unabsorbed or Extended Overhead if it clearly and convincingly demonstrates all of the following:

1. The Owner solely caused a delay to the Completion Date as measured by analysis of the project duration by the critical path method pursuant to **5.2.2.2 Extensions of Contract Time**;
2. Because of such Delay, the Contractor was forced to suspend or significantly interrupt its performance so that it was on standby or idled, and the Owner required the Contractor to be ready to resume performance on short notice. Extended time of performance of Work, such as extensions caused by changes, inefficiencies, or Extra Work, does not constitute suspension or significant interruption of performance.
3. The Contractor could not and did not use resources, including but not limited to labor, materials and equipment, standing by or idled on this or any other project for any work during the period of delay;

4. The Contractor's Overhead costs did not materially vary from its usual seasonal Overhead costs during the period of delay; and
5. The Delay did not cause Overabsorbed Overhead in the period in which the delayed Work was completed.

#### **12.4.3.5.2.1 Resources**

To demonstrate the Contractor could not and did not use resources, including but not limited to labor, materials and equipment from this Project for any other work on this or any other project during the period of delay (12.4.3.5.2.(3)), the Contractor must:

- a. Affirmatively represent and warrant that it did not perform substitute Work;
- b. Identify the specific resources that were idled; and
- c. Show that those resources did not, and could not, work on other contracts or projects during the Delay.

#### **12.4.3.5.2.2 No Material Variations**

To demonstrate the Contractor's Overhead costs did not materially vary from its usual seasonal Overhead costs during the period of delay (12.4.3.5.2.(4)), the Contractor must;

- a. Affirmatively represent and warrant that the completion of the subject Work was extended and that such extension prevented the performance of other work during both the period of delay and the later period of time required to complete the extended Work,
- b. Disclose the details of Contractor generated billings and Contractor Overhead Costs (as hereinafter defined) throughout the actual project performance. The details of such information should be no less than specific identification of the sources and amounts of revenue on no greater than a monthly basis and specific identification of the types and amounts of Contractor Overhead Costs on no greater than a monthly basis for the actual Project duration.

#### **12.4.3.5.2.3 Overabsorbed Overhead**

To demonstrate that it did not incur Overabsorbed Overhead in the period following the Delay (12.4.3.5.2.(5)), the Contractor must:

- a. Affirmatively represent and warrant that completion of the delayed Work prevented the performance of other work;
- b. Identify the critical resource unavailable for other work due to completion of the delayed Contract; and
- c. Showing that unavailability of this critical resource precluded the performance of other work.

### **12.4.4 Inefficiencies**

#### **12.4.4.1 Adjustment of Contract Sum**

To the extent Contractor is entitled to an increase in Contract Sum because of inefficiencies or impaired productivity, then compensation due, if any, shall be calculated as provided in **9.5. ADJUSTMENT OF CONTRACT SUM**. There is no entitlement to increase in Contract Sum for inefficiencies related to a Third Party or to a Force Majeure Event.

#### **12.4.4.2 Adjustment of Contract Time**

To the extent Contractor is entitled to an extension of Contract Time because of inefficiencies or impaired productivity, then the time extension, if any, shall be determined as provided in **5.2.2.2 Extensions of Contract Time**.

## **13. DISPUTES**

### **13.1 RESOLUTION**

When a Dispute occurs during a Contract, the Contractor shall pursue resolution through the Owner's Representative. The Contractor shall follow the procedure stated in **12. CONTRACT CLAIMS** herein and **5.2.2.2 Extensions of Contract Time** for issues regarding the schedule and Contract Time. Timely and adequate Notice is a condition precedent to a Contract Claim. Timely and complete submission of a Contract Claim is a condition precedent to any entitlement by the Contractor to an adjustment of Contract Sum or Contract Time. Unless waived by the Owner, mediation is a condition precedent to the filing of any lawsuit, action or proceeding that seeks to recover on a Contract Claim, whether in whole or in part.

### **13.2 CONTINUING THE WORK**

Contractor shall carry on the Work and adhere to the schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of Disputes or disagreements, except as permitted by paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

## **14. TIME LIMITATIONS AND JURISDICTION**

The parties intend that all Claims and Disputes be dealt with promptly and expeditiously when they arise. The parties intend that all Claims and Disputes be resolved quickly and expeditiously and desire to avoid claims and Disputes that relate back to events or Work occurring months before. The parties desire to avoid litigation and the costs and expense of Claims and Disputes at the end of the Project.

Any Contract Claim for adjustment of Contract Sum or Contract Time, or any Dispute or Contract Claim of any kind whatsoever, must be submitted, if at all, to the Owner or Owner's Representative no later than thirty (30) days after Notice was first required to be given by the Contractor as provided in **ARTICLE 10. NOTICE TO OWNER**. Failure to submit a Contract Claim within the thirty (30) days of the date Notice was required pursuant to **ARTICLE 10. NOTICE TO OWNER** constitutes a complete waiver of and bar to the Contract Claim, and Contractor is estopped from later asserting a Contract Claim or seeking any relief or remedy relating to the Dispute for which it failed to submit a Claim.

Contractor may not sue, cross-claim, claim, or bring any action of any kind whatsoever against the Owner on any Contract Claim or Dispute after the expiration of one hundred eighty (180) days from Physical Completion.

Any alleged cause of action by Owner or Contractor as to any acts or failures to act occurring prior to Substantial Completion shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.

## **15. LIABILITY AND INSURANCE**

### **15.1 GENERAL**

Contractor bears all risk of loss, casualty or damage to installed Work prior to Final Acceptance, irrespective of whether the Owner has taken possession of the Project in whole or in part and notwithstanding the existence or availability of insurance or the insurance coverages required by the Contract Documents.

### **15.2 BONDS**

#### **15.2.1 Payment and Performance Bonds**

The Contractor shall provide a payment bond and a performance bond, each in the amount of 100 percent of the Contract Sum in the form required by the Contract. This bond shall serve as security for the faithful performance of the Work and as security for the faithful payment and satisfaction of the persons

furnishing materials and performing labor on the Work. The bond shall be issued by a corporation duly and legally licensed to transact surety business in the State of Washington. Such bond shall remain in force throughout the period required to complete the Work, and thereafter for a period of three hundred sixty-five (365) calendar days after Final Acceptance. The bond must be executed by a duly licensed surety company, which is listed in the latest Circular 570 of the United States Treasury Department, as being acceptable as surety on federal bonds. No surety's liability on the bond shall exceed the underwriting limitations for the respective surety specified in Circular 570. The scope of the bond or the form thereof prescribed in these Contract Documents shall in no way affect or alter the liabilities of the Contractor to the Owner as set forth herein.

### **15.2.2 Maintenance Bond**

The Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to the Owner written by the same corporate surety that provides the Payment and Performance Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to one hundred percent (100%) of the Contract Sum, as adjusted (if at all).

## **15.3 INSURANCE**

### **15.3.1 General**

The Contractor shall obtain and keep in force during the term of the Contract and until thirty (30) days after the Completion Date, unless otherwise indicated below, the following insurance with insurance companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

### **15.3.2 Insurer Rating**

The insurance provided must be with an insurance company with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Owner reserves the right to approve the security of the insurance provided, the company, terms and coverage, and the Certificate of Insurance.

### **15.3.3 Claims Made Form Requirements**

If any policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims made form coverage shall be maintained by the Contractor for a minimum of three years following the expiration or earlier termination of this Contract, and the Contractor shall annually provide the Owner with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Owner to assure financial responsibility for liability for services performed.

### **15.3.4 Cross Liability Endorsement**

The policies of insurance shall contain a "cross liability" endorsement substantially as follows:

The inclusion of more than one insured under this policy shall not affect the rights of any insured as respects any claim, suit, or judgment made or brought by or for any other insured or by or for any employee of any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one insured been named.

### **15.3.5 Additional Insured**

The policies of insurance for general liability, automobile, and pollution policies shall be specifically endorsed to name the Owner, Owner's Representative, and each of their respective officers, elected

officials, employees, agents, representatives, Subconsultants and volunteers, and other entities specifically required by the Contract Documents, as additional insured(s). Such endorsement shall not limit the policy limits available to the Owner as additional insured to the coverage amounts required herein if the Contractor maintains larger policy limits.

#### **15.3.6 Contractor Insurance Primary / Waiver of Subrogation**

Contractor's insurance shall be primary as respects the Owner, and any other insurance maintained by the Owner shall be excess and not contributing insurance with the Contractor's insurance.

The Contractor waives all rights against the Owner and its separate contractors, and their agents and employees, for damages caused by fire or other perils to the extent such damage cost is actually paid by property insurance applicable to the Work. The Contractor shall require similar waivers from all Subcontractors.

#### **15.3.7 Assumption of Risk**

Contractor hereby assumes all risk of damage to its property, or injury to its officers, directors, agents, contractors, or invitees, in or about the Property from any cause, and hereby waives all claims against the Owner. The Contractor further waives, with respect to the Owner only, its immunity under RCW Title 51, Industrial Insurance.

#### **15.3.8 Cost Included in Price**

All costs for insurance shall be incidental to and included in the unit contract prices or lump sum price of the Contract and no additional payment will be made for required insurance.

#### **15.3.9 Subcontractors**

Contractor shall furnish separate evidence of insurance as stated above for each Subcontractor or shall include all Subcontractors as insureds under its policies. All coverage for Subcontractors shall be subject to all the requirements stated herein and applicable to their profession. If Contractor does not include Subcontractors as insured under Contractor's own insurance policies, Contractor shall be responsible for assuring that all Subcontractors obtain all insurance as required by this Agreement and that the Owner be specifically endorsed as an additional insured on such insurance.

#### **15.3.10 No Work Until Insurance Requirements Met**

Neither the Contractor nor any of its subcontractors shall begin work under the Contract until all required insurance has been obtained and approved by the Owner, irrespective of whether a Notice to Proceed has been issued. Working or calendar days will be charged against Contract Time from the date specified in the Notice to Proceed (or the date of the Notice to Proceed, if no start date is specified in the Notice to Proceed), and will not be suspended or not charged if insurance requirements are not fulfilled. Purchase of appropriate insurance and providing satisfactory evidence of required insurance is wholly the obligation of the Contractor, and any Delay that is not the fault of the Owner shall be attributed to the Contractor.

#### **15.3.11 Failure to Procure and Maintain Insurance**

Failure on the part of the Contractor to obtain, maintain and deliver the policy or policies (in whole or in part) and receipt or receipts as required shall constitute a material breach of Contract. After giving five (5) working days notice to the Contractor to correct the breach, the Owner may, in its sole discretion and option: (a) immediately terminate the Contract; (b) procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or, at the sole discretion of the Owner, offset against funds due the Contractor from the Owner; (c) withhold progress payments (in whole or in part); and (d) avail itself of any other remedy at law, in equity, or allowed by Contract. These remedies are cumulative and not exclusive. The Contractor hereby appoints the Owner its true and lawful attorney, to do the things necessary for the purpose of procuring or renewing insurance as provided herein. Failure of the Owner to obtain such insurance shall in no way relieve the Contractor of its responsibilities under this Contract.

**15.3.12 Cancellation**

The Owner shall be given at least forty-five (45) days prior written Notice of any cancellation, non-renewal, or other material change in any insurance policy. Owner acknowledges that the Contractor's Worker's Compensation/Employer's Liability insurance cannot be endorsed or amended to provide the Owner with prior Notice of material changes.

**15.3.13 Evidence of Insurance**

The Contractor shall deliver the executed Contract for the Work to the Owner together with a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth above. The certificate must conform to the following requirements:

1. An ACORD certificate Form 25-S, or equivalent, showing the insuring company, policy effective dates, limits of liability and the schedule of Forms and Endorsements.
2. A copy of either: (a) the endorsement naming Owner and any other entities required by the Special Provisions as Additional Insured(s), and stating that coverage is primary and non-contributory, showing the policy number, and signed by an authorized representative of the insurance company on Form CG2010 (ISO) or equivalent; or (b) the blanket additional insured policy provision.
3. A copy of an endorsement stating that the coverage provided by this policy to the Owner or any other named insured shall not be canceled, not renewed or materially changed without providing at least forty-five (45) days prior written Notice to the Owner.
4. The certificate(s) shall not contain the following or similar wording regarding cancellation notification to the Owner. "Failure to mail such Notice shall impose no obligation or liability of any kind upon the company."
5. The certificate(s) shall not contain the phrase "endeavor to", or any substantially similar phrase, regarding issuance of written Notice of cancellation of the policies prior to their expiration dates.

Within ten (10) days upon Owner's written request, the Contractor shall deliver to the Owner certified copies of all policies of insurance and the receipts for payment of premiums thereon. The Owner acknowledges that Contractor may pay its premium on a monthly basis, and may not be able to provide complete evidence of payment of premiums until the final premium is paid.

**15.3.14 Coverages and Limits**

The insurance shall provide the minimum coverages and limits set forth below. Owner does not warrant or represent that such coverages and limits are appropriate or adequate to protect the Contractor. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles must be disclosed and are subject to approval by the Owner. The cost of any claim payments falling within the deductible shall be the sole responsibility of the Contractor.

**15.3.14.1 CGL**

A policy of Commercial General Liability Insurance, written on an insurance industry standard occurrence form: (CG 00 01) or equivalent, including all the usual coverage known as:

- Per Project aggregate endorsement (CG2503)
- Premises/Operations Liability
- Products/Completed Operations – for a period of one year following Final Acceptance.
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability

- Stop Gap or Employers Contingent Liability
- Explosion, Collapse, or Underground (XCU), (as applicable)\*
- Liquor Liability/Host Liquor Liability (as applicable)\*
- Fire Damage Legal
- Blasting (as applicable)\*

\*These coverages are only required when the Contractor's Work under this agreement includes exposures to which these specified coverage respond.

If the Contract requires working over water, the following additional coverages are required:

- a. Watercraft, owned and non-owned
- b. U.S. Harborworkers'/Longshoremen and Jones Act

#### **15.3.14.2 Builders' Risk**

The Contractor shall procure and maintain during the life of the Contract, or until acceptance of the project by Owner, whichever is longer, "All Risk" Builders Risk or Installation Floater Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse, theft, off-site storage and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for 100% of the replacement value thereof and include earthquake. The policy shall be endorsed to cover the interests, as they may appear, of the Owner, Contractor and subcontractors of all tiers with the Owner and sub-contractors listed as a Named Insured. In the event of a loss to any or all of the work and/or materials therein and/or to be provided at any time prior to the final close-out of the Contract and acceptance of the project by the Owner, the Contractor shall promptly reconstruct, repair, replace or restore all work and/or materials so destroyed. Nothing herein provided for shall in any way excuse the Contractor or its surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract..

#### **15.3.14.3 Other Coverages**

Other additional coverages that may be required will be listed in the Specifications.

#### **15.3.14.4 Limits**

Such policy(ies) must provide the following minimum limits:

##### Bodily Injury and Property Damage -

\$ 5,000,000	General Aggregate
\$ 2,000,000	Products & Completed Operations Aggregate
\$ 2,000,000	Personal & Advertising Injury
\$ 2,000,000	Each Occurrence
\$ 100,000	Fire Damage

##### Stop Gap Employers Liability

\$ 1,000,000	Each Accident
\$ 1,000,000	Disease - Policy Limit
\$ 1,000,000	Disease - Each Employee

A stop gap policy limit of \$500,000 will be acceptable if, and only if, the Contractor Excess or Umbrella Liability policy required by **15.3.14.6 Excess or Umbrella Liability** provides coverage over the stop gap policy.

**15.3.14.5 Automobile**

Commercial Automobile Liability: as specified by Insurance Services Office, form number CA 0001, Symbol 1 (any auto), with an MCS 90 endorsement and a CA 9948 endorsement attached if “pollutants” as defined in exclusion 11 of the commercial auto policy are to be transported. Such policy(ies) must provide coverage with a combined single limit of not less than \$2,000,000 for each accident.

**15.3.14.6 Excess or Umbrella Liability**

The limits stated in this section **15.3.14** may be satisfied by a combination of liability and, if necessary, commercial umbrella/excess policies.

**15.3.14.7 Pollution Liability**

A policy providing coverage for claims involving remediation, disposal, or other handling of pollutants arising out of Contractor’s operations for others; contractors site (owned); arising from the transportation of hazardous materials; or involving remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos.

Such Pollution Liability policy shall provide at least \$2,000,000 per occurrence coverage for Bodily Injury and Property Damage.

**15.3.14.8 Worker’s Compensation**

A policy of Worker’s Compensation, as required by the Industrial Insurance Laws of the State of Washington. As respects Workers’ Compensation insurance in the state of Washington, Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of RCW Title 51. If Contractor is qualified as a self-insurer in accordance with RCW 51.14, Contractor shall so certify by letter signed by a corporate officer indicating that it is a qualified self insured, and setting forth the limits of any policy of excess insurance covering its employees.

**15.3.15 Self-Insurance**

At its sole option and in its sole discretion, Owner may accept Contractor’s self-insurance for a liability coverage in lieu of insurance from an insurer. Contractor must provide a letter from its Corporate Risk Manager, or appropriate Finance Officer representing and warranting the following minimum information: whether the self-insurance program is actuarially funded; the fund limits; any excess declaration pages to meet the Contract requirements; a description of how Contractor would protect and defend the Owner as an Additional Insured in their Self-Insured layer; and claims-handling directions in the event of a claim. Any amounts due to, sought by, or paid to third party claimants shall be the sole responsibility of the Contractor, irrespective of whether such amount falls wholly within the level or amount of the Contractor’s self-insured retention.

**16. LAWS, REGULATIONS AND PERMITS****16.1 GENERAL**

The Contractor shall give the Notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the Work. The Contractor shall indemnify, defend, and save harmless the City (including its agents, officers, and employees) against any claims that may arise because the Contractor (or any employee of the Contractor or Subcontractor or material person) violated a legal requirement. The Contractor shall be liable for violations of same in connection with Work provided by the Contractor; and Contractor shall cooperate with all governmental entities regarding inspection of the Work and compliance with such requirements. If the Contractor observes that the Drawings, Specifications or other portions of the Contract Documents are at variance with any laws, ordinances, rules or regulations, he or she shall promptly notify the Owner's Representative in writing of such variance. The Owner will promptly review the matter and, if necessary, take appropriate action. Contractor agrees not to perform Work it knows, or in the exercise of ordinary care should know, to be contrary to any laws, ordinances, rules or regulations.



---

## 16.2 PERMITS AND LICENSES

Unless otherwise specified, permits and licenses from governmental agencies, which are necessary only for and during the prosecution of the Work and the subsequent guarantee period, shall be secured by the Contractor and paid for by the Owner. Permits and licenses of regulatory agencies that are necessary to be maintained after expiration of the guarantee period will be secured and paid for by the Owner.

The City of Everett Utilities Department has reviewed and commented on the Drawings in this Contract.

If an erosion control plan is required, the Contractor shall submit an erosion control plan that depicts the best management practices that will be followed for erosion control. The Contractor may use the plans in this Contract. The fee for this permit will be waived by the City of Everett.

Electrical permits can be obtained at:

City of Everett  
3200 Cedar Street – 2<sup>nd</sup> Floor  
Everett, WA 98201  
Phone: 425/257-8800

## 16.3 PATENTS AND ROYALTIES

Costs involved in fees, 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 use of completed Work by the Owner shall be paid by the Contractor. The Contractor and its sureties shall protect and hold the Owner, Owner's Representative, and Owner's Representative, together with its officers, agents, and employees, harmless from any and all loss, defense cost, and expenses and against any and all demands made for such fees or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this Contract, the Contractor shall, if requested by the Owner, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, its agent, employee or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this Contract, Contractor shall promptly pay such royalties and secure requisite licenses; or, subject to acceptance by Owner, substitute other articles, materials, or appliances in lieu thereof that are of equal efficiency, quality, finish, suitability and market value to those planned or required under the Contract. Descriptive information of these substitutions shall be submitted to the Owner's Representative for determination of general conformance to the design concept and the construction Contract. Should Owner elect to refuse the substitution, Contractor agrees to pay such royalties and secure such valid licenses as may be requisite for the Owner, its officers, agents and employees or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

## 17. AUDITS

### 17.1 GENERAL

The Contractor's records relating to this Project, including, but not limited to, wage, payroll, and cost records, shall be open to inspection or audit by representatives of the Owner during the Project and for a period of not less than six years after the date of Final Acceptance of the Contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that Project records of Subcontractors, Suppliers, and lower tier Subcontractors, including, but not limited to, the wage, payroll, and cost records, shall be retained and open to similar inspection or audit for the same period of time.

The audit may be performed by employees or representatives of the Owner or by an auditor chosen by the Owner. The Contractor, Subcontractors, or lower tier Subcontractors shall provide adequate facilities, reasonably acceptable to auditor, for the audit during normal business hours. The Contractor, Subcontractors, or lower tier Subcontractors shall make a good faith effort to cooperate with the auditors.

If an audit 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 time when the audit is to begin. If any litigation, claim, or audit arising out of, in connection with, or related to this Contract is initiated, the Project records shall be retained until the later of (a) completion of litigation, claim, or audit or (b) six years after the date of Final Acceptance.

## **17.2 CLAIMS**

All Contract Claims filed against the Owner shall be subject to audit at any time following the filing of the Contract Claim. Failure of the Contractor, Subcontractors, or lower tier Subcontractors to maintain and retain sufficient records to allow the auditors to verify all or a portion of the Contract Claim or to permit the auditor access to the books and records of the Contractor, Subcontractors, or lower tier Subcontractors shall constitute a waiver of a Contract Claim and shall bar any recovery thereunder.

## **17.3 REQUIRED DOCUMENTATION FOR AUDITS**

As a minimum, the auditors shall have available to them the following documents:

- Daily time sheets and supervisor's daily reports.
- Collective Bargaining Agreements.
- Insurance, welfare, and benefit records.
- Payroll registers.
- Earnings records.
- Payroll tax forms.
- Material invoices and requisitions.
- Material cost distribution worksheet.
- Equipment records (list of company equipment, rates, etc.)
- Vendors', rental agencies', Subcontractors' and lower tier Subcontractors' invoices.
- Contracts between the Contractor and each of its Subcontractors, and all lower tier Subcontractor contracts and Supplier contracts.
- Subcontractors' and lower tier Subcontractors' payment certificates.
- Canceled checks (payroll and vendors).
- Job cost reports, including monthly totals.
- Job payroll ledger.
- General ledger.
- Cash disbursements journal.
- Financial statements for all years reflecting the operations on this Contract. In addition, the Owner may require, if it deems appropriate, additional financial statements for 3 years preceding execution of the Contract and 3 years following Final Acceptance of the Contract.
- Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others.
- 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 which support the amount of damages as to each Contract Claim.
- Worksheets or software used to prepare the Contract Claim establishing the cost components for items of the Contract Claim including but not limited to labor, benefits and insurance, materials,

equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals.

Worksheets, software, and all other documents used by the Contractor to prepare its Bid. The employees or representatives of the Owner may audit these documents. The Contractor and its Subcontractors shall provide adequate facilities acceptable to the Owner for the audit during normal business hours. The Contractor and all Subcontractors shall cooperate with the Owner's auditors.

Correspondence, notes, and memoranda.

Job diaries.

## **18. MISCELLANEOUS**

### **18.1 CONSTRUCTION**

Contractor acknowledges that it has read the Contract Documents, understands them and agrees to be bound by them.

### **18.2 APPLICABLE LAW AND CHOICE OF FORUM**

This Contract and the parties' obligations hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Washington. The parties agree that Snohomish County, in the State of Washington, shall be the proper forum for any action.

### **18.3 SEVERABILITY**

In the event that any provision of the Contract Documents is held invalid, void, illegal or unenforceable, the remainder of the Contract Documents shall not be impaired or affected thereby, and each term, provision, and part shall continue in full force and effect.

### **18.4 HEADINGS FOR CONVENIENCE.**

The section and subsection headings used herein are for referral and convenience only, and shall not be used to construe or interpret the Contract Documents.

### **18.5 WAIVER**

No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right or remedy. The waiver by either party of any term or condition of this Contract shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Contract.

### **18.6 CITY OF EVERETT BUSINESS LICENSE**

Contractor agrees to obtain a City of Everett business license prior to performing any Work pursuant to this Contract.

### **18.7 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

Contractor shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of Work hereunder. If, and to the extent, this Contract receives financial assistance from federal, state or private agencies, Contractor shall comply with all terms and conditions prescribed for third party contracts in the grant and all said terms and conditions shall be deemed incorporated in the Contract Documents. Terms and conditions of any such grant take precedence over conflicting terms and conditions in the Contract Documents.

Title VI Assurance

- a. The Contractor, with regard to the Work performed during the Contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in such discrimination, including discrimination in employment practices.
- b. In all solicitations either by competitive bidding or negotiations made by the Contractor for Work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract.
- c. The Contractor shall provide all information and reports required by federal regulations applicable to this Contract. The Contractor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner to be pertinent to ascertain compliance with applicable federal regulations. 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 the Owner, and shall set forth what efforts it has made to obtain the information.
- d. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Owner shall impose such Contract sanctions as it, or the Owner's funding agencies, may determine to be appropriate, including, but not limited to: (a) withholding of payments to the Contractor until the Contractor complies, and (b) termination or suspension of the Contract, in whole or in part.
- e. The Contractor shall include the provisions of paragraphs (a) through (e) in every subcontract, including contracts for procurement and leases of equipment, unless exempt by applicable federal regulations or directives issued pursuant thereto. The Contractor shall take such action, including sanctions for noncompliance, with respect to any Subcontractor as the Owner or relevant federal agency may direct so as to enforce such provisions. Provided, however, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Supplier as a result of the foregoing direction, the Contractor may request that the Owner or the United States to enter into such litigation to protect their respective interests.

## **18.8 COMPLETE AGREEMENT**

These Contract Documents contain the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation, whether oral or written, not set forth herein.

## **18.9 SUCCESSORS BOUND**

The grants, covenants, provisions and claims, rights, powers, privileges and liabilities contained in the Contract Documents shall be read and held as made by and with, and granted to and imposed upon, the Contractor and the Owner and their respective heirs, executors, administrators, successors and assigns.

## **18.10 EFFECTIVE DATE**

When duly executed by both the Owner and Contractor, this Contract shall be effective as of the date the Contract (Section 005213) is signed by the Mayor of the City of Everett. There is no contract formed until the Effective Date.

## **18.11 CONTRACTOR REGISTRATION**

Contractor represents and warrants it is a contractor duly registered and in good standing with the Washington State Department of Labor and Industries.

---

*The Remainder of This Page Intentionally Left Blank*

---

**END OF SECTION 00 72 00**

**SECTION 00 73 00 - SPECIAL CONDITIONS****PART 1 - GENERAL****1.1 SUMMARY**

- A. The following "Special Conditions" shall supplement the General Conditions and shall become a part of this contract:

**PART 2 - WORKING HOURS**

- 2.1 General Contractor will be required to provide a project schedule that clearly defines each phase of work including planned facility closure(s), length of time area(s) is/are to be closed, and projected reopening of affected area(s).

- 2.2 Work Hours: The Contractor shall provide work schedule. Facility will be occupied during construction. The Contractor will have limited access to facility. Work hours will be 8am to 4pm, Monday – Friday.

- A. The City has established regulations for control of noise in residential zoned property. For the purpose of regulating potential disruptive or annoying noise, Ordinance No. 1556-89 states that all residential zoned land fall within Noise Control No. 1.
  - 1. Therefore, it should be noted that under the City's Noise Ordinance, construction related noise is limited to the following hours:
    - a. 7:00 AM to 10:00 PM on weekdays
    - 8:00 AM to 6:00 PM on weekends and state recognized holidays.

- 2.3 Be aware that all construction sites will be monitored and violators are subject to fines.

- 2.4 Construction contractors are responsible for notifying subcontractors of the City's noise regulations.

- 2.5 (Discussion of altering business operating schedule will be determined at Pre-Construction Meeting) Other hours may be considered on a limited basis without interruption of Owner's normal operations (Owner will determine if proposed work may interrupt Owner's operations). All requests for working hours other than those stated above shall be made exclusively through the Owner's Representative.

**PART 3 - Security Screening and Protocols**

- A. As work will be performed in highly sensitive areas, the City of Everett requires the General Contractor and the designated Site Supervisor(s) to pass individual background

checks, which includes fingerprinting, and Security Awareness Training before award can be made. The cost of Background checks, Fingerprinting, and Security Awareness Training will be borne by the City of Everett Police Department. Failure to submit to or pass the background check and complete the Security Awareness Training will result in the designated employee being prohibited from working or providing services on this contract and may result in the General Contractor being considered "Non-Responsive."

- B. An Owner Representative will be assigned to each building who must remain on site during each day of construction and serve as an escort to monitor contractor activities during all phases of construction. A daily employee log book will be maintained and available for viewing or auditing, upon request.
- C. A designated General Contractor Site Supervisor will be required at each location during construction based on the agreed work schedule. The designees will be issued up to three temporary City identification badges and necessary keys for the scheduled work. The Site Supervisors will be accountable and responsible for maintaining these items and may not remove items from the sites. Items will be turned in to the Owner Representative at the end of each day or as otherwise agreed upon. Loss of the access card or badge must be reported immediately. Failure to adhere to this may result in contract default. Prior to the start of construction, Contractor and Owner's representatives shall discuss Security Protocols for contracted and subcontracted workers before they are allowed to work the secured buildings.
- D. At Owner's discretion duties may include escorting workers into and from secured spaces, working with city staff to complete daily worker logs and may be responsible for tracking temporary badge access cards and keys.
- E. Contractor may be required to provide screens, curtains, barricades and temporary signage to cordon off restricted areas.

**END OF SECTION 00 73 00**



---

**SECTION 00 73 43 - WAGE RATE REQUIREMENTS****PART 1 - GENERAL****1.1 SPECIFICATION REFERENCE**

- A. Section 00 72 00 – GENERAL CONDITIONS, Part 7.1 “Wages of Employees”.

**1.2 WORK LOCATION**

- A. All Work performed within Snohomish County, WA.

**1.3 PREVAILING WAGE REQUIREMENTS**

- A. Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The hourly wages to be paid to laborers, workers, or mechanics shall be not less than the prevailing rate of wage for an hour’s work in the same trade or occupation in Snohomish County.
  - 1. Washington State Prevailing Wage Rates for Snohomish County, effective date: May 7, 2024; Benefit Code Key, current edition date: February 2024 are, by reference, made a part of this Contract.
  - 2. Prevailing wage rates can be accessed at the following URL: <http://www.lni.wa.gov/wagelookup>.
  - 3. Printed copies of the current prevailing wage forms are available upon request.
- B. In the preparation of its Bid, based on these Specifications, the Bidder is solely responsible to
  - 1. Use the schedule in effect at the Bid Opening Date and time,
  - 2. Determine the appropriate labor classification(s); and
  - 3. Utilize the appropriate and correct prevailing wage and benefit rate(s).
- C. No payment will be made on this Contract until the Contractor and each Subcontractor has submitted a “Statement of Intent to Pay Prevailing Wages”, form F700-029-000, which has been approved by the industrial statistician of the Department of Labor and Industries.
- D. No final payment or release of retainage will be made until the Contractor and each Subcontractor has submitted an “Affidavit of Wages Paid”, form F700-007-000, which has been certified by the industrial statistician of the Department of Labor and Industries.
- E. Post the prevailing rate of wage statement in a location readily visible to workers at the job site, or as allowed by RCW 39.12.020. The “Statement of Intent to Pay Prevailing Wages” shall include:
  - 1. Contractor’s registration certificate number and

- 
2. Prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 36.12.020 and the estimated number of workers in each classification.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 00 73 43**

**SECTION 01 11 00 - SUMMARY OF WORK****PART 1 - GENERAL****1.1 WORK COVERED BY THIS CONTRACT**

- A. The Work includes, but not limited to, Tenant Improvement Work will be performed at two locations commonly referred to as South Precinct and Downtown Police Headquarters. Work at South Precinct includes extensive interior upgrades to two Locker Rooms, and at Downtown Police Headquarters there will be targeted demolition to reconfigure several interior office spaces, and reconfiguration and finish upgrades to a conference room and the Forensic Investigation Unit. Work to be performed at South Precinct located at 1121 SE Everett Mall Way, Everett, WA 98208 and Downtown Police Headquarters at 3002 Wetmore Avenue, Everett, WA 98201.
- B. **JOB DESCRIPTION:** The following is a general outline and is not intended to be a complete listing of the work to be accomplished nor is it intended to be used to indicate the order the work is to be completed. All items listed below is a general list of items included in the work and should be verified prior to bidding. The Work includes but is not limited to the supply and installation of all materials, equipment, and labor necessary to perform the work in full.
- C. Base Bid includes the following items:
  - 1. Interior renovations.
  - 2. Building improvements
  - 3. Repairs.
  - 4. Site cleanup and restoration.
- D. Work under the Contract shall also include:
  - 1. Protection of work in place and all stored items relating to the work.
  - 2. Moving of any stored items or temporary facility where it interferes with work by the Owner or under separate contract.
  - 3. Providing and paying for additional on-site or off-site storage facilities, work areas or parking needed for safe and efficient execution of the work or to meet other terms of the contract.
  - 4. Contractor or designated subcontractors will obtain and manage permits for electrical and plumbing specialties as required by building code.

**1.2 WORK BY OTHERS**

- A. **OTHER CONTRACTS:** The Owner shall have the right to let other Contracts in connection with the Work, and the Contractor shall cooperate with any such Contractors.
- B. "N.I.C." Items indicated "NIC" shall be furnished and installed by the Owner, or by other Contracts.

---

### 1.3 WORK BY THE OWNER

- A. The Owner shall have the right to access the site and execute work not included in the Contract concurrent with this contract period. Contractor shall cooperate with such Owner sponsored efforts.

### 1.4 PERMITS

- A. The Owner will pay the cost of the general plan review and building permit. The Contractor shall be responsible to obtain and pay the cost of various other permits and connection fees required such as mechanical, plumbing and electrical permits or connection fees and such shall be included in the Bid.

### 1.5 CODES AND STANDARD SPECIFICATIONS

- A. All construction shall be in accordance with the International Building Code, Current Adopted Edition.
- B. All construction shall be in accordance with the Uniform Mechanical Code, Uniform Plumbing Code, Uniform Fire Code, and the Uniform Electrical Code, latest editions.
- C. All construction shall be in accordance with the Washington State Energy Code, latest editions.
- D. All construction shall be in accordance with the Everett Municipal Code Title 16. Latest editions.
- E. All construction shall be in conformance with the WSDOT/APWA Standard Specifications and Standard Plans, latest edition.
- F. All construction shall be in conformance with the City of Everett Design and Construction Standards and Specifications, latest edition.
- G. All work shall comply with applicable requirements of Snohomish County.
- H. Any material specified by reference to the number, symbol, or title of a specified standards, such as Commercial Standard Federal Specifications, a trade association standard, or other similar standard, shall comply with the requirements of the latest revision thereof, and any amendment or supplement thereto in effect on the date of Invitation for Bids, except as limited to type, class or grade, or modified in such references. All work shall conform to the standard referred to, except as modified in these specifications and the drawings.

### 1.6 CONTRACTOR'S USE OF PREMISES

- A. The Contractor shall assume full responsibility for protection and safekeeping of products under this Contract.

- 
- B. The Contractor shall obtain and pay for use of additional storage for work areas needed for operations.

1.7 CHECKING PLANS AND SPECIFICATIONS

- A. PRIOR SUBMISSION OF BIDS: The Contractor shall report any discrepancies or omissions in the plans and/or specifications to the Architect for a decision prior to the Bid Opening Date.
- B. RESOLUTION OF CONFLICTS: Where there is conflict between the plans and the specifications in regard to materials, equipment, sizes, numbers or locations, the Owner shall be the sole judge in resolving the conflict.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 11 00**

**SECTION 01 25 00 - SUBSTITUTION PROCEDURES****PART 1 - GENERAL****1.1 GENERAL**

- A. This Section specifies administrative and procedural requirements governing the Contractor's selection of products for use in the project, and administrative procedures for handling requests for substitutions made after award of contract.

**1.2 DEFINITIONS**

- A. Definitions used in this paragraph are not intended to negate the meaning of other terms used in the contract documents.
1. "Products" are items purchased for incorporation in the work, regardless of whether they were specifically purchased for the project or taken from the Contractor's previously purchased stock.
  2. "Named Products" are products identified by use of the manufacturer's name for a product, including such items as a make or model designation, as recorded in published product literature, of the latest issue as of the date of the contract documents.
  3. "Materials" are products that must be substantially cut, shaped worked, mixed, finished, refined or to otherwise fabricated, processed, or installed to form units of work.
  4. "Equipment" is defined as a product with operational parts, regardless of whether motorized or manually operated, and in particular, a product that requires service connections such as wiring or piping.
  5. The terms "equal", "or equal", "or approved equal" and "or approved" are synonymous. All proposed "equal" products, materials, and equipment must be approved by the substitution request process.

**1.3 QUALITY ASSURANCE**

- A. SOURCE LIMITATIONS: Provide product of same kind, to fullest extent possible, from a single source.
- B. COMPATIBILITY OF OPTIONS: When Contractor is given the option of selecting between two or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
- C. NAME PLATES: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademark on surfaces of products which will be exposed to view in occupied spaces or on the exterior.

1. LABELS: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.

#### 1.4 SUBMITTALS

- A. PRODUCT LISTING SUBMITTAL: Submit three (3) copies of the product-listing schedule within thirty (30) days after the date of commencement of the work. Provide a written explanation for omissions of data, and for known variations from contract requirements. At Contractor's option, initial submittal of the product-listing schedule may be limited to product selections and product designations that must be established early in the contract time. Submit completed product-listing schedule within sixty (60) days after commencement of the work.

#### 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products in accordance with the manufacturer's recommendations, using means and method that will prevent damage, deterioration and loss, including theft.
- B. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
- D. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instruction for handling, storing, unpacking, protecting and installing.
- E. Inspect products upon delivery to ensure compliance with the contract documents, and to ensure that products are undamaged and properly protected.
- F. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- G. Store heavy materials away from the project structure in a manner that will not endanger the supporting construction.
- H. Store products subject to damage by the elements above ground, under cover in a weather-tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.
- I. OFF-SITE STORAGE: If requested by the Contractor and approved in writing by the Owner, the Owner may make payment to the Contractor for products stored off-site.
- J. OWNER-FURNISHED MATERIALS: When materials or equipment furnished by the Owner for installation by the Contractor are to be delivered and stored prior to installation,

the Contractor shall provide suitable, secure storage and protect from damage, theft or other loss until installation.

## 1.6 PRODUCT SELECTION

- A. GENERAL PRODUCT REQUIREMENTS: Provide products that comply with contract documents, that are undamaged and, unless otherwise indicated, unused at the time of installation.
1. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
  2. STANDARD PRODUCTS: Where available, provide standard products of types that have been produced and used successfully in similar situations on other project.
- B. PRODUCT SELECTION PROCEDURES: Product selection is governed by contract documents and governing regulations, not by previous project experience. Procedures governing product selection include the following:
1. PROPRIETARY SPECIFICATION REQUIREMENTS: Where only a single product or manufacturer is named, followed by "no equal", "no substitution", "or no exception", provide the product indicated. Advise Architect when it is discovered that the named product is not a feasible solution.
  2. SEMIPROPRIETARY SPECIFICATION REQUIREMENTS: Where two or more products or manufacturers are named, followed by "no equals", "no substitutions", or "no exception", provide one of the products named. Advise Architect when none of the named products comply with specification requirements or are not feasible for use.
  3. NON-PROPRIETARY SPECIFICATION REQUIREMENTS: Where the specifications name products or manufacturers that are indicative of the type and quality of the product to be incorporated in the work, followed by the term "or equal", or similar language, comply with the contract documents provisions concerning "product substitutions" to obtain approval for use of an unnamed product.
  4. DESCRIPTIVE SPECIFICATION REQUIREMENTS: Where the specifications describe a product or assembly defining the characteristics required, but with or without use of a brand or trade name, provide products or assemblies that provide the characteristics indicated and otherwise comply with contract requirements.
  5. PERFORMANCE SPECIFICATION REQUIREMENTS: Where specifications require compliance with performance requirements, provide products that comply with these requirements, which are recommended by the manufacturer for the application indicated. Submit manufacturer's recommendations contained in published product literature, or by the manufacturer's individual certification of performance for approval by Architect. General overall performance of a product is implied where the product is specified for specific application.
  6. VISUAL MATCHING: Where matching an established sample is required, the owners decision will be final on whether a proposed product matches satisfactorily.
    - a. Where there is no product available within the specified product category which matches satisfactorily and also complies with other specified requirements; comply with the provisions of the contract documents



concerning "substitutions" for the selection of a matching product in another product category.

7. VISUAL SELECTION: Where specified product requirements include the phrase "...as selected from the manufacturer's standard colors, patterns, textures..." or similar phrases, select a product and manufacturer that complies with other specified requirements. Architect will select the color, patterns and texture from the product line selected.

## 1.7 SUBSTITUTIONS

- A. GENERAL: If the Contractor desires approval of some material or product other than that specified, he may submit a written request for approval of the substitute item in accordance with the following requirements.
  1. All such requests shall be submitted in four (4) copies and must be made on the "Substitution Request Form", see Section 006325 Substitution Request Form.
  2. No request for approval will be considered unless submitted in accordance with this Section.
  3. Final decision as to whether an item is an equal or satisfactory substitution rests with the Owner.
- B. REQUESTS FOR APPROVAL: Every request for approval must state whether the item offered is an equal or better substitution. Each request for substitution must be referenced to the related specification section and drawing numbers, and be complete with product data/drawings, description of methods, technical and other information. If applicable, include samples showing comparison or physical and other pertinent characteristics as required to establish equivalence of acceptability for the proposed application. Where specific test results are required by the contract documents, the comparison data for the proposed item shall be based upon the same test methods as those specified, or they shall be correlated to clearly demonstrate comparability. The same warranty described for the specified product is required for the substitution.
- C. DURING BID PERIOD: Request for substitutions will not be considered during the bid period.
- D. AFTER RECEIPT OF BID: Requests for approval of alternative materials or products will be considered by the Owner for a period of sixty (60) calendar days following date of "Notice To Proceed". Within ten (10) calendar days of receipt of Contractor's request for substitution, the Owner will request whatever additional information or documentation may be needed for his evaluation of the request. Within twenty (20) calendar days of receipt of request, or within one week of receipt of requested additional information or documentation (whichever is later), the Owner will notify the Contractor of either his acceptance or his rejection of the proposed substitution. In submitting a request for substitution, the Contractor agrees to the following:
  1. That the Contractor has personally investigated the proposed substitute product or material and determined that it is equal or superior in all respects to that specified.
  2. That the Contractor shall provide the same warranty for the substitution as he would for that specified.
  3. That the Contractor will coordinate all trades, including changes thereto as may be required, that he waives all claims for additional costs which subsequently become

apparent as a consequence of the substitution and that he will bear all costs related thereto.

4. If, in the opinion of the Owner, the proposed substitution is not equal or better in every respect to that specified, the Contractor shall furnish the specified material or product at no additional cost to the Owner.
- E. CONDITIONS: Contractor's request for substitution will be reviewed and considered except as noted when extensive revisions to contract documents are not required and changes are in keeping with the general intent of contract documents; when timely, fully documented and properly submitted; and when one or more of the following conditions is satisfied, all as judged by Owner. Otherwise, requests will be returned without action except to record non-compliance with these requirements:
1. Where request is directly related to an "or equal" clause or other language of same effect in contract documents.
  2. Where required product, material or method cannot be provided within contract time, but not as a result of Contractor's failure to pursue the work promptly or coordinate various activities properly.
  3. Where required product, material, or method cannot be provided in a manner which is compatible with other materials of the work, or cannot be properly coordinated therewith, or cannot be used without adversely affecting Owner's insurance coverage on completed work, or will encounter other substantial non-compliances which are not possible to otherwise overcome except by making requested substitution, which Contractor's thereby certifies to overcome such noncompliance, non-coordination, non-warranty, non-insurability, or other non-compliance as claimed.
  4. Where required product, material or method cannot receive approval by a governing authority, and requested substitution can be so approved.
  5. Where substantial advantage is offered Owner, in terms of cost, time or other valuable considerations, after deducting offsetting responsibilities Owner may be required to bear, including additional compensation to Architect for redesign and evaluation services, increased cost of other work by Owner or separate Contractors, and similar considerations.
- F. After sixty (60) calendar day period following "Notice To Proceed": Requests for approval of substitute materials will not be considered, except if one or more of the following conditions exists. With his request, the Contractor shall indicate which condition he believes applies.
1. UNAVAILABILITY: A substitution is required because the specified item is not available, due to factors beyond the control of the Contractor.
  2. UNSUITABILITY: Subsequent information or changes disclose inability of the specified item to perform as intended.
  3. REGULATORY REQUIREMENTS: Final interpretation of code, regulatory requirements, safety requirements, or insurance requirements necessitate a change due to inability of the specified item to conform.
  4. WARRANTY: Manufacturer or fabricator cannot certify or warrant performance of specified item as required.
  5. OWNER'S BENEFIT: In the judgment of the Architect, acceptance of the proposed substitution is clearly in the Owner's best interest because of cost, quality, or other consideration. In requesting a substitution under this clause, the Contractor shall furnish substantiation of any such reason.

- 
- G. Substitutions will not be considered if they are indicated or implied on shop drawings or other project data submittals, without proper notice shown on Section 00 63 25.
  - H. WORK-RELATED SUBMITTALS: Contractor's submittal of, and Architect's acceptance of, shop drawings, product data or samples which indicate work not complying with requirements of contract documents, does not constitute an acceptable and valid request for, nor approval of, a substitution.
  - I. GENERAL CONDITIONS: To this extent this Section is inconsistent with Subsection 8.5 of Section 007200 General Conditions, the requirement most stringent on the Contractor governs.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 25 00**

**SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES****PART 1 - GENERAL****1.1 SUMMARY OF MODIFICATIONS PROCEDURES**

- A. Changes to the Work may be required due to field conditions, requests made by the Owner, clarifications to the bid documents, or other needs that result in a change in the cost of the work and/or change in the number of contract days per 00 72 00-6. The changes to the work will be tracked individually as Request for Change Proposals (RFCP.). Request for Change Proposals may either be prepared as a Field Directive, or as a request for pricing prior to proceeding with the work.
- B. A change order will be issued for one or more RFCP's grouped into a single change order. Payment for changed work cannot be paid until the change order is finalized, and approved as outlined per 00 72 00 6.3.
- C. The Request for Change Proposal shall clearly identify all labor, material, equipment, incidentals, including subcontractor's and supplier's invoices or quotes and Contractor's timecards. A reference from the latest approved schedule shall be attached justifying any time extension request. Mark ups for all overhead, profit, bond cost, B & O taxes, and insurance shall be added per 00 72 00. The form included at the end of this section will be used for directing the work to be done in one of the two manners described below.
- D. Contractor, and Subcontractors where required, shall provide a breakdown of labor costs including basic wage rates, fringe benefits, FICA, FUTA and SUCA add-ons, per 00 72 00 9.6. Where premium time is involved, the Contractor shall provide a breakdown of costs in the same detail.

**1.2 FIELD DIRECTIVE MODIFICATION PROPOSALS**

- A. Changed conditions and/or unanticipated circumstances may require immediate revisions to Work which are essential and from which a delay would result in a time and or cost penalty to the project. When such a condition exists, the Owner shall issue a written Field Directive to the Contractor.
- B. The Owner will provide direction for the Contractor identifying the necessary changes to be made. The Field Directive shall be identified with a Request for Change number. The Contractor will provide pricing per 1.01 C of this section within 15 days of the completion of the work.

**1.3 LUMP SUM MODIFICATION PROPOSALS**

- A. The Owner may request priced proposals which either add or delete work prior to proceeding with any changes.

- 
- B. When requested, the Contractor shall provide pricing per 1.01 C of this section for review and approval by the Owner, prior to proceeding with the work.

#### 1.4 CHANGE ORDERS

- A. A change order to the work will be issued including one or more Request for Change Proposals. The cumulative amount of adds and deducts along with the change in the number of days approved in each individual RFCP shall be added to or deducted from the Contract. The change order shall incorporate the RFCP forms, and all required back up documentation into a lump sum contract adjustment.
- B. The payment for work performed under the change order cannot be made until the change order has been signed and approved as per 00 72 00-6.
- C. If an individual change order exceeds 10% of the original contract amount and is over \$50,000, a special review may be required by the Owner.

#### **PART 2 - PRODUCTS (Not Used)**

#### **PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 26 00**

## REQUEST FOR INFORMATION

To Architect:

Owner's  
Representative:From Contractor:  
Signature:

Document Reference:

(Drawing Sheet, Detail No. / Spec. Section)

☐ Architectural    ☐ Civil    ☐ Structural    ☐ Mechanical    ☐ Electrical    ☐ Other

Request

Request / Recommended Solution:

☐ AttachmentsDate Required For Response: \_\_\_\_\_ Initiated By: \_\_\_\_\_  
(Name) (Firm)

Response

Architect's Response:

☐ Attachments

Response By: \_\_\_\_\_ Firm: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: This is not an authorization to proceed with work involving additional cost and/or time. Notification must be given in accordance with the Contract Documents if any response causes any change to the Contract Sum and/or Contract Time.

Copies: ☐ Owner's Representative    ☐ Consultant    \_\_\_\_\_ ☐ Other \_\_\_\_\_ ☐ File**END OF SECTION 01 26 02**

**SECTION 01 29 00 - PAYMENT PROCEDURES****PART 1 - GENERAL****1.1 PRIOR TO APPLICATION OF PROGRESS PAYMENTS**

- A. Submit and receive approval of construction progress schedule and schedule of values as specified in Section 01 32 16 Construction Progress Schedule.
- B. Submit a list of all Subcontractors and Suppliers performing work.

**1.2 PAYMENT REQUESTS**

- A. **GENERAL:** Except as otherwise indicated, the progress payment cycle is to be regular. Each application must be consistent with previous applications and payments. Certain applications for payment, such as the initial application, the application at Substantial Completion, and the Final Payment Application involve additional requirements.
- B. **PAYMENT APPLICATION TIMES:** The cut-off date for each application for a progress payment shall be the 10th of the month. Applications received after the 10th of each month, will be process the following month. Work should not be projected past the cut-off date.
- C. **PAYMENT APPLICATION FORMS:** Application for payment shall include the contractors' official letter head, invoice number, date of invoice and project identification.
- D. **APPLICATION PREPARATION:** Except as otherwise indicated, complete every entry provided for on the form, including notarization and execution by authorized persons. Incomplete applications will be returned by Architect without action. Entries must match current data of schedule of values and progress schedule and report. List change orders approved prior to submission date individually using Owner's Change Order designation and description, as if for an original component item of work at the end of the form. Do not bill for contract change proposals until an approved Change Order has been received incorporating the change.
- E. The following shall be reviewed prior to approval of the draft application for payment:
  - 1. As-built drawings will be reviewed for completeness and accuracy.
  - 2. Updated construction schedule.

**1.3 SUBMITTAL PROCEDURE**

- A. Contractor is cautioned to carefully check all extensions, totals, and required information for accuracy before formal submittal.
- B. Submit three (3) copies of application for payment.

- C. Applications are to be signed by a responsible officer of the Contractor. Sign copies in blue ink: photocopies of signature will not be accepted.
- D. Application for payment shall include the following:
  - 1. Approved form for Application for Payment.
  - 2. Affidavit (Exhibit F) stating that all Subcontractors and materialmen have been paid for work previously billed (do not submit with the first billing).
  - 3. If authorized by the Owner, the Application for Payment may include request for payment for material delivered to the project site and suitably stored, or for material stored off-site provided the Contractor furnished Owner (a) a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit; (b) Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required.
- E. When Architect finds application properly completed and correct, it will sign and transmit all copies of application for Payment to Owner for processing.
- F. If Architect or Owner find an application improperly or incorrectly executed, an annotated copy will be returned for New Submittal.
- G. Only minor corrections are allowed on form with approval of Owner.

#### 1.4 PROGRESS PAYMENTS AND PAYMENTS WITHHELD

- A. Owner shall make progress payments as stipulated in the General Conditions, Article 7.

#### 1.5 FINAL PAYMENT

- A. Unless otherwise determined by the City, no application for final payment will be accepted for processing until satisfactory completion of the following:
  - 1. Contractor's Certificate of Payment of Debts & Claims.
  - 2. Contractor's Certificate of Release of Liens.
  - 3. Punchlist items complete and accepted.
  - 4. Contract closeout document submittals received and accepted.
  - 5. Final Change Orders signed off.
  - 6. Affidavit of wages paid for general and all subcontractors and materialmen.
  - 7. Subcontractor releases.
  - 8. Required permits signed off.
  - 9. Submittal of as-builts.
  - 10. Submittal of O&M Manuals.
  - 11. Other requirements as specified in Section 01 77 00 Project Closeout Procedures.
- B. Provided that Contractor has completed or fulfilled all of its obligations under the contract, Owner shall make final payment as provided in the Specification Section 00 72 00 (General Conditions), Article 7.

### PART 2 - PRODUCTS (Not Used)



---

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 29 00**

**SECTION 01 29 73 - SCHEDULE OF VALUES****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes: Administrative and procedural requirements for processing and submitting Schedule of Values.
- B. Related Requirements:
  - 1. Division 00 - Conditions of the Contract for additional requirements relating to provisions of this Section
  - 2. Section 01 32 16 - Construction Progress Documentation
  - 3. Section 01 33 00 - Submittal Procedures
  - 4. Section 01 74 19 - Construction Waste Management and disposal
  - 5. Section 01 77 00 - Closeout Procedures
  - 6. Section 01 78 39 - Project Record Documents

**1.2 REFERENCES****1.3 SCHEDULE OF VALUES SUBMITTAL PROCEDURES**

- A. Submit a Schedule of Values for review by Architect and Owner within 14 days after Notice to Proceed and no less than 30 days prior to submittal of first Application for Payment.
- B. Submit updated Schedule of Values with each subsequent Application for Payment.
- C. Submit revised Schedule of Values reflecting Owner accepted Change Orders and other Modifications to Contract that affect Contract Sum or Contract Time.
- D. Owner reserves right to reject Schedule of Values submittals that appear front loaded or do not reasonably approximate anticipated cost of identified line items.

**1.4 FORMAT**

- A. Forms: AIA Form G703 - Application and Certificate for Payment Continuation Sheet, electronic media facsimile, or forms as accepted by Owner.
- B. Format Size: 8-1/2 inch by 11 inch or 11 inch by 17 inch.

**1.5 GENERAL REQUIREMENTS**

- 
- A. Maintain Schedule of Values as basis for supporting Application for Payment amounts requested for each progress payment.
  - B. Correlate corresponding items listed by Schedule of Values line items with other required administrative schedules and forms, including:
    - 1. Contractor's Construction Progress Schedule.
    - 2. Application for Payment forms, including Continuation Sheets. Correlate Schedule of Values line items to that listed by Application for Payment:
      - a. Correspond to indirect costs and margins on actual cost.
      - b. Make amounts for total cost and overhead and profit complete and proportionate.
      - c. Include overhead and profit as a single line item.
    - 3. List of subcontractors.
    - 4. List of principal suppliers and fabricators.
    - 5. Schedule of submittals and list of products.
  - C. Use as basis for determining dollar value amount for each work activity and component of work for duration of Project.
  - D. Make Scheduled of Values total sum equal to current Contract Sum.
  - E. Round-off figures to nearest dollar amount.
  - F. Identify Schedule of Value line items by corresponding Section Titles in Project Manual Table of Contents.
  - G. Break down major portion of work by areas, disciplines, phase, systems, or as appropriate for ease of review.
  - H. For work that exceeds 1 percent of Contract Sum, break out separate line items according to major work activities, components, products, or operations.

## 1.6 CONTENT

- A. Identification: Include the following Project identification on the Schedule of Values:
  - 1. Project name and location.
  - 2. Owner's name.
  - 3. Name of the Architect / Engineer.
  - 4. Project number.
  - 5. Contractor's name and address.
  - 6. Date of original submittal.
  - 7. Date of revised submittals.
- B. Work Activities: Indicate Cost Values for labor, material, equipment, and Contractor's overhead and profit, and Total Cost Value for each line item.

1. Distribute Contractor's office overhead and profit proportionally among allocated cost for each work activity.
  2. Costs associated with ongoing mobilization activities can be listed separately or distributed evenly among allocated cost for each work activity.
  3. Assign overhead costs corresponding to start and finish dates for each work related activity.
  4. Pro-rate associated work expenses related to work activities, including supervision, temporary utilities, and small tools, over total Contract Time.
  5. Assign directly related costs, including bonds, insurance, and schedules, to appropriate work activities.
  6. Claims for additional cost for storage of materials off-site are not accepted as a basis for monetary claims, except where need for off-site storage arose after the Bid and at request of the Owner.
- C. Overhead and Administrative Costs: Distribute major cost items which are not a direct cost of actual work-in-place as line item in schedule of values, or distributed as general overhead expense.
1. Conditions of the Contract for Construction and Mobilization: Maximum 3 percent of Contract Sum.
  2. Demobilization: Maximum 1 percent of Contract Sum.
  3. Commissioning of Operational Systems: See paragraph G for required 1% of HVAC Contract to be itemized on the Schedule of Values.
  4. Closeout: Minimum of 1 percent of Contract Sum to cover closeout submittals and documentation and 1 percent of contract sum to cover punchlist identification and completion.
  5. See Paragraph E and F for required 1 percent of Contract Sum for Project Record Documents completion and 1 percent for Operations and Maintenance Manuals completion.
- D. Stored Items: For materials not yet installed, for which Progress Payments are requested, no payment for materials stored offsite will be made without prior notice to and acceptance by Owner.
1. Submit clear title to ownership of materials in writing to Owner.
  2. Support initial value with proof of purchase invoices.
  3. Include value-added costs as separate line item when subsequently delivered to site and installed.
  4. Differentiate between items stored on-site and items stored off-site.
  5. Provide acceptable proof of insurance and bonding of storage facility and contents.
  6. Store materials no greater distance than 50 miles from Project site.
  7. Make storage facilities available and open to Owner and Architect observation.
  8. Store materials for which payments are requested in separate areas away from other materials and clearly marked or labeled to identify name of Owner, Project, and Contractor.
- E. Project Record Documents: Include line item of at least 1 percent of Contract Sum for preparation, maintenance, and duplication. Upon completion, a portion of this amount will be released based upon percentage of completion of the Work as a whole.

- F. Operation and Maintenance Manuals: Include line item of at least 1 percent of Contract Sum for preparation, maintenance, and duplication. Upon completion, a portion of this amount will be released based upon percentage of completion of the Work as a whole.
- G. Commissioning: Include line item of at least 1 percent of Contract Sum for Section 23 08 00 - Heating Ventilating and Air Conditioning, for cooperation and coordination with Commissioning Agent.
  - 1. Commissioning Agent work includes systems documentation, start up, operation, control system calibration and verification, performance testing, adjusting building systems, and as required for completion of commissioning work of Section 01 91 13.
  - 2. Payment for of each line item of work will be made based upon percentage completion of work and percentage of completion of commissioning work.
- H. Punch List Work: Include line item of 1 percent of Contract Sum or itemize separately by line item for each work activity. Payment of this 1 percent for each line item will be authorized as each line item of work is complete and related testing and inspections are satisfactorily completed.

#### 1.7 LINE ITEM CATEGORIES

- A. Arrange Schedule of Values in tabular form with separate columns. Break out following for each work activity listing.
  - 1. Section Number from Project Specifications Table of Contents
  - 2. Description of Work.
  - 3. Name of subcontractor.
  - 4. Name of manufacturer or fabricator.
  - 5. Name of supplier.
  - 6. Scheduled Value for each Item of Work.
  - 7. Previous Work Complete, including Cost Value and Percent Complete.
  - 8. Present Work Complete, including Cost Value and Percent Complete.
  - 9. Change Orders (numbers) that affect value.
  - 10. Total Billing, including Billing to Date, Percent of Contract Sum, and Balance to Finish. Show dollar value as percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
  - 11. Retainage.
  - 12. Stored Material.

#### 1.8 COST CATEGORIES

- A. Assign following, making sum equal to total cost for each line item activity to show initial costs of work activity and total installed cost.
  - 1. Labor.
  - 2. Equipment.
  - 3. Material.
  - 4. Subcontractor.

- 
5. Overhead and Profit.
  6. Total Cost.

B. Show total sum for each cost category as well as total cost for each work activity.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 29 73**

**SECTION 01 31 13 - PROJECT COORDINATION****PART 1 - GENERAL**

- 1.1 It shall be the responsibility of the Contractor to coordinate all work to be performed under this contract. The Contractor shall supervise and direct the work and determine the means, methods, techniques, sequences and procedures of construction, except in those instances where the Owner, to define the quality of an item of work, specifies in the Contract, a means, method, technique, sequence or procedure for construction of that item of work.
- 1.2 The Contractor shall notify the Owner in writing of the name of the person who will act as the Contractor's representative and shall have the authority to act in matter relating to this Contract. This person shall have the authority to carry out the Provisions of the Contract and to supply materials, equipment, tools and labor without delay for the performance of the work.
- 1.3 The Contractor agrees to permit entry to the site of the work by the Owner, its employees or other contractors performing work on behalf of the Owner. The contractor shall afford to the Owner, other contractors and their employees, reasonable facilities and cooperation and shall arrange its work and dispose of its materials in such a manner as to not interfere with the activities of the Owner or of other upon the site of work. The Contractor shall promptly make good on any Contractor-caused injury or damage to persons or property that may be sustained by other contractors or employees of the Owner. The Contractor shall coordinate its work with that of others and perform its work in proper sequence in relation to that of others.
- 1.4 If requested by the Contractor, the Owner will arrange meetings with other contractors performing work on behalf of the Owner to plan coordination of construction activities. The Contractor shall inform itself of the planned activities of other contractors and shall coordinate its work with the other contractors.
- 1.5 Contractor shall notify the Owner of problems, interference or any difficulty with other contractors or workers engaged by the Owner. The Notice shall be sufficiently prompt and specific so as to allow the Owner to mitigate or avoid increased costs, time of performance, damages or injury. Contractor's failure to provide such Notice in a timely way shall be deemed a waiver and release of any and all Contract Claims relating to, arising out of, or caused by, any alleged interference, difficulty or problem with another contractor or worker engaged by the Owner.
- 1.6 The Contractor shall keep the Owner advised of the progress of all work.

- 
- 1.7 The Contractor shall be responsible for the adequacy, efficiency and sufficiency of subcontractors, manufacturers, suppliers and their employees.
- 1.8 Contractor shall be responsible for the adequacy, efficiency and sufficiency of its employees. Workers shall have sufficient knowledge, skill and experience to perform properly the work assigned to them.
- 1.9 Coordination between adjacent business that utilize the adjoining alley and easement shall be thru the owner. Every effort shall be made to reduce the impact of this project to any adjacent business. Access thru the alley and easement is critical throughout this project.
- 1.10 The Contractor shall coordinate and work with the artists whom are performing work on the owners' behalf.
- 1.11 All tenants operating and performing business on the Site shall be kept appraised of the work that is commencing. Every effort shall be made to reduce the impacts of this project to the business operating on Site.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 31 13**



**SECTION 01 31 19 - PROJECT MEETINGS****PART 1 - GENERAL****1.1 PRECONSTRUCTION MEETING**

- A. After award of the Contract, Engineer will schedule a pre-construction conference at a date and time mutually agreeable to all concerned parties. Engineer will conduct conference, record minutes, and issue copies thereof to all in attendance.
- B. Attendance: Owner, Engineer, Engineer's consultants as requested by Engineer will be in attendance. Require attendance by Contractor's project manager and job superintendent, mechanical Subcontractor, electrical Subcontractor, and other Subcontractors, Suppliers, and parties interested in the performance of the Work as necessary.
- C. Purpose: Purpose of the conference is to introduce all primary parties involved in the construction of the Project and to review procedures to be followed during construction. Discussion will follow detail Project Manual requirements including, but not limited to:
  - 1. Project Directory:
    - a. Project number and title.
    - b. Names, telephone numbers, and email address of the following:
      - 1) Owner.
      - 2) Contractor.
      - 3) Engineer and Engineer's design team.
    - c. Names of project managers, superintendents, and foremen and accompanying telephone and FAX numbers for the following:
      - 1) Contractor.
      - 2) Contractor's major Subcontractors.
      - 3) Mechanical Subcontractor.
      - 4) Electrical Subcontractor.
  - 2. Communications:
    - a. Channel of communications.
    - b. Requirements for use of Project identification.
    - c. Instructions to Contractor.
    - d. Oral conversations and requirements for written backup.
    - e. Appropriate Contractor-Owner communication.
    - f. Requests for information from Contractor to Engineer or to Owner.
  - 3. Submittal Data:
    - a. List of Subcontractors and Suppliers.
    - b. Submittals.
    - c. Samples
    - d. Progress Schedule.
  - 4. Change Orders:
    - a. Origination.
    - b. Required cost breakdown.
    - c. Inclusion in monthly pay application.
    - d. Time extension.

5. Payments:
  - a. Schedule of Values.
  - b. Progress payment review at Project Site.
  - c. Monthly progress payment cut-off date.
6. Site Visits:
  - a. Dates and times of Engineer's visits.
  - b. Engineer's visit report.
7. Record Documents.
8. Finish and Coordination.
9. Notice to Proceed.
10. Other Topics as Appropriate to Project.

D. Engineer will record minutes and issue copies to all in attendance.

## 1.2 PROGRESS MEETINGS

- A. Meeting Location: Contractor's project field office, unless otherwise agreed.
- B. Attendance shall include Owner, Architect, Contractor, Project Superintendent, and others as appropriate to agenda for each meeting.
- C. The Contractor shall:
  1. Prepare agenda and administer progress meetings, and specially called meetings throughout work progress.
  2. Preside at meetings.
  3. Record minutes; include all significant proceedings and decisions.
  4. Reproduce and distribute copies of minutes within three (3) days of each meeting to all meeting participants.
  5. Ascertain that work is prosecuted consistently with contract documents and construction schedules.
- D. SUGGESTED AGENDA:
  1. Review and approve minutes of previous meeting.
  2. Review work progress since previous meeting.
  3. Review plans for progress for succeeding work period.
  4. Review construction schedule.
  5. Present corrective measures and procedures to regain project schedule, as applicable.
  6. Present field observations, problems, and conflicts.
  7. Discuss problems impeding progress schedule.
  8. Review Quantity Control.
  9. Review submittal schedules; present methods to expedite as required.
  10. Review off-site fabrication.
  11. Review delivery schedules.
  12. Coordinate work.
  13. Review proposed changes for:
    - a. Effect on construction schedule and on completion date.
    - b. Effect on any other contracts of the project.
  14. Review draft of application for payment (at end of month).
  15. Review required revisions to project record documents.

16. Review project safety.
17. Review any other business.

### 1.3 PRE-INSTALLATION MEETINGS

- A. These meetings will be held a min of 10 days prior to beginning work on each work discipline as identified within these specifications. These meetings shall take place following the regular progress meetings or as agreed. Contractor is responsible to schedule and administer these meetings.
- B. Suggested Meetings:
  1. Construction Area Access.
  2. Demolition.
  3. Concrete.
  4. Storm Drainage
  5. Synthetic Turf
  6. Irrigation
- C. Attendees:
  1. Architect and Architect's consultants as appropriate.
  2. Contractor's Superintendent.
  3. Subcontractor as appropriate.
  4. Foreman supervising work.
  5. Others as appropriate.
- D. Agenda:
  1. Submittals-Approved? Review contract requirements.
  2. Materials-available and ready for use.
  3. Persons responsible for work.
  4. Test-required tests, who samples and how often? Criteria for performance of work.
  5. Safety.
  6. Substrate-criteria for approving substrate.
- E. Contractor shall record, reproduce and distribute copies of minutes within three (3) days of each meeting to all meeting participants.

### **PART 2 - PRODUCTS (Not Used)**

### **PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 31 19**

**SECTION 01 32 16 - CONSTRUCTION PROGRESS SCHEDULE****PART 1 - GENERAL****1.1 CONSTRUCTION SCHEDULE**

- A. The Contractor shall prepare a construction schedule showing all tasks required to perform the work. Schedule shall show all tasks performed by all trades that is required to perform work within the contract time. The Schedule shall include sufficient time for cleaning, punch list review and completion of punch list items prior to the designated physical completion date.

**1.2 FORMAT**

- A. The Schedule shall be a critical path method Gantt chart style, preferably Microsoft Project.
- B. The Schedule shall clearly identify all work and detailed to show specific steps to perform work. The relationship between the work items shall show the starting date, length of time required to perform work, completion of the work within the time frame shown.
- C. All work found on the schedule of values shall be clearly identified. Unless otherwise expressly authorized in writing by the Owner's representative, the Contractor must integrate the schedules with the Schedule of Values and unit price items so that each construction activity is represented by a dollar value.
- D. Submittals dates shall be included and the relationship between submittal and the work item shall be identified
- E. Materials requiring long lead times shall be clearly identified on the schedule. This shall include:
  - 1. Date materials must be ordered
  - 2. Time for manufacturing
  - 3. Time for delivery
  - 4. Delivery date (expected date materials to be at the project)
  - 5. Date of Installation

**1.3 SUBMITTAL**

- A. At the pre-construction meeting, a preliminary schedule is required to be submitted. Once the preliminary schedule has been approved, the schedule shall become the Project Schedule. The Project Schedule, as approved by the Owner, will be an integral part of the contract and will establish interim completion dates for the various activities under the contract.

- B. Schedule shall be submitted electronic. Acceptable format .mmp or as otherwise approved by Owner.
- C. Review by the Owner or Owner's Representative shall not constitute approval or acceptance of the Contractor's construction means, methods, sequencing, logic, order, precedence and succession of activities or Contractor's ability to complete the Work in a timely manner.
- D. The review/approval of any schedule shall not transfer any of the Contractor's responsibilities to the Owner.
- E. Subcontractors shall review all schedules prior to submittal. At the Owner's option and sole discretion, Owner may require Contractor to obtain written acceptance of each schedule by subcontractors as practical and feasible, as the schedule relates to subcontractors' work.

#### 1.4 UPDATES

- A. The Project Construction Schedule will be reviewed and updated at each progress meeting. All changes to the project schedule of more than three (3) working days shall be documented. The Schedule shall be updated to show measures required to bring project back on schedule. The Contractor alone shall remain responsible for adjusting forces, equipment, and work schedules to ensure completion of the work within the Contract Time. Any mistakes or errors in any schedule, including, but not limited to, mistakes or errors of logic, order, precedence, and duration, are and remain the Contractor's.
- B. Should any activity not be completed by the stated scheduled date, the Owner will have the right to require the Contractor to expedite completion of the activity by whatever means appropriate and necessary, without additional compensation to the Contractor.
- C. The Schedule shall be used to justify time extension days requested by the Contractor. For additional days requested, the Schedule shall be detailed enough to identify the work item(s) affected and the relationship to the changed or added work.
- D. Schedule shall be provided during the construction meetings. Schedule shall be on 11x17 paper or as otherwise approved by Owner and shall show current work progress.

#### 1.5 OWNER PROVIDED MATERIALS

- A. All items to be provided by the Owner shall be incorporated into the schedule. The schedule shall show when the materials are required to be delivered to the project and when the materials will be installed. These materials are to be included in the preliminary schedule, upon review; owner will confirm lead time for materials and delivery dates.
- B. Contractor failure to include owner provided materials into the schedule shall be responsible for all delays to the work or failure to notify the owner of tasks dependent upon the owner furnished materials shall constitute a waiver by the contractor of any

---

contract claim arising out of or related to the timeliness of the delivery of materials or installation of such materials.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 32 16**

**SECTION 01 33 00 - SUBMITTAL PROCEDURES****PART 1 - GENERAL****1.1 DESCRIPTION**

- A. To ensure that the specified products are furnished and installed in accordance with the design intent, procedures have been established for advance submittal of design data and for its review by the Architect/Engineer.
- B. Electronic submittals of shop drawings or other documents required for approval may be substituted for paper copies. Electronic submittals must be submitted utilizing current Adobe Software or as otherwise approved by Owner. All electronic submittals shall be certified documents and digital signed showing Contractors review, and stamp showing approval of submittal. All electronic submittals shall be book marked. A table of contents is required and shall be placed directly behind the cover page. Document properties shall include the Job Name, Division (Section Number), and items included in submittal. Prior to use of Electronic submittals, discuss with Owner, procedures and formatting including any additional contents to be included within the document.
- C. Related Work:
  - 1. For individual submittals required, refer to the pertinent sections of these specifications.
  - 2. Section 00 72 00-2.4
  - 3. Make all submittals required by the Contract Documents, revise and resubmit as required to establish compliance with the specified requirements.
  - 4. Wherever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined by manufacturer's description of required attributes and performance.

**1.2 PRODUCT HANDLING**

- A. Make all submittals of shop drawings, samples, requests for substitution, and other similar items in strict accordance with the provisions of this section of the specifications.

**PART 2 - PRODUCTS****2.1 SHOP DRAWINGS**

- A. Unless otherwise specifically directed otherwise, format all shop drawings to be formatted to fit on 11" x 17" size paper. Make all shop drawings accurately to a scale sufficiently large enough to show all pertinent features of the item and its method of connection to the work.

- B. The Contractor is required to review and approve all shop drawings prior to submitting to Owner for review. All shop drawings received by Owner shall bear the Contractors stamp of approval.
- C. The Contractor shall provide the number of copies required for use by the contractor plus three (3) additional copies to be retained by the Owner for all items of work as requested by Owner or as required by the contract documents. The Owner or designee shall review and return all shop drawings to the Contractor within the specified time but no later than twenty (20) working days of receipt. The review of the shop drawings by the Owner or designee is for the limited purpose of checking for conformance with the design concept as expressed in the Contract documents. The review of shop drawings by the Owner and/or Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions, quantities, installation instructions, or equipment performance, all of which remain the responsibility of the Contractor. Approval of the shop drawings shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawings that substantially deviates from the requirements of the contract documents shall be evidenced by change order.

## 2.2 SAMPLES

- A. Unless otherwise specifically directed by the Architect/Engineer, all samples shall be of the precise article proposed to be furnished.
- B. Submit the number of samples that are required to be returned plus two (2) that will be retained by the Architect/Engineer.

## 2.3

# PART 3 - EXECUTION

## 3.1 IDENTIFICATION OF SUBMITTALS

- A. Consecutively number all submittals. Accompany each submittal with a letter of transmittal showing the transmittal number, date of transmittal, specifications section or drawing number to which the submittal pertains, brief description of the material submitted, and the company name of the originator of the submittal.
- B. Maintain an accurate submittal log for the duration of the construction period, showing status of all submittals. Make the log available to the Architect/Engineer upon request.

## 3.2 COORDINATION OF SUBMITTALS

- A. Prior to submittal for Architect/Engineer's review, use all means necessary to fully coordinate all material, including the following:
  - 1. Determine and verify all field dimensions and conditions.



- 
2. Coordinate with all trades and all public agencies.
  3. Secure for and pay all necessary approvals and permits from public agencies having jurisdiction.
  4. Clearly indicate all deviations from the contract documents.
- B. Unless otherwise permitted by the Architect/Engineer, make all submittals in groups containing associated items. The Architect/Engineer may reject partial submittals as not complying with the contract documents.

### 3.3 TIMING OF SUBMITTALS

- A. Within fifteen (15) calendar days from the notice to proceed, submit a Schedule of Submittals identifying the required submittals, anticipated submittal date of submittals, requested review schedule and submittals for which the review and approval is critical to the project schedule.
- B. Make all submittals far enough in advance of scheduled work to provide required time for reviews and delivery of materials. Allow thirty (30) days for the Architect/Engineer's review following his receipt of the submittal.
- C. Costs of delays caused by tardiness of submittals may be back charged as necessary and shall not be borne by the Owner.

**END OF SECTION 01 33 00**

**SECTION 01 35 29 - HEALTH AND SAFETY****PART 1 - GENERAL****1.1 SECTION INCLUDES**

- A. This Section covers the requirements for compliance with health and safety precautions and controls for projects without hazardous waste operations.
- B. Safety plan.
- C. Protection of equipment, public and city staff.

**1.2 REFERENCES**

- A. General: The publications listed below form a part of these specifications to the extent referenced. The publications are referred to in the text by basic designations only.
- B. Code of Federal and State Regulations
  - 1. OSHA General Industry Safety and Health Standards (29 CFR 1910), Publication V2206; OSHA Construction Industry Standards (29 CFR 1926.)
  - 2. National Emission Standards for Hazardous Air Pollutants (40 CFR, part 61).
  - 3. Washington State Department of Labor and Industries (WISHA) 49.17-49.26 RCW
  - 4. Washington Administration Code (WAC) 296-155 Safety Standards for Construction Work

**1.3 SUBMITTALS**

- A. The following submittals are required to be delivered within 5 days after Notice to Proceed has been received.
  - 1. Health and Safety Plan (specific to this project)
  - 2. Fall Protection Plan Specific to each building.
  - 3. Copies of all minutes/notes from daily safety meetings.

**1.4 ACCIDENT REPORTING**

- A. Serious accidents such as those resulting in treatment of an injury at a medical facility, response to the site by emergency medical personnel or damage to property other than that of the Contractor shall be reported to the Owner within twenty-four (24) hours of the occurrence.
- B. A copy of each accident report, which the Contractor or subcontractors have submitted to their insurance carriers, shall be forwarded to the Owner as soon as possible, but in no event later than seven (7) calendar days after the accident occurred.

---

1.5 PLAN

- A. The Contractor shall develop a Site Specific Health and Safety Plan addressing health and safety management methods specific to the project. The Plan shall, at a minimum, include:
1. The name of the individual at the jobsite responsible for implementation and compliance with this Plan.
  2. If work requires the use of Fall Restraint or Fall Arrest, a Fall Protection work plan meeting the requirements set forth in WAC 296-155-24505 shall be included.
  3. If applicable, the Plan shall include the name and qualifications of any electrical safety observer to be provided by the Contractor.
  4. Steps taken to provide Protection of the Public and City Employees. This includes protection from falling objects. Indicated type of overhead safe guards and protection to be installed and safeguards from equipment damage due to debris (including nails) on the ground.
  5. A description of tasks to be undertaken, and equipment mobilized for this project.
  6. A list of all known and expected safety or health hazards, problems, and proposed control mechanisms.
  7. Material Safety Data Sheets (MSDS) of and procedures for using, disposing of, or storing for all chemicals, products, or materials regulated by WAC 296-62 to be used by the Contractor.
  8. A list of personal protective equipment, monitoring devices, and hazard-specific plans or permits as appropriate and required by State and Federal regulations.
  9. A description of emergency response measures, equipment available for emergency response to address accidents and releases of materials, including, but not limited to, first aid, eye wash/showers, and fire extinguishing equipment, and location of this equipment at the jobsite.
  10. Emergency phone numbers contacts, and location of the nearest medical facility.
  11. A monitoring and inspection plan and record keeping measures to ensure that equipment and work practices comply with this Plan.
  12. Personnel names, training and notification procedures as appropriate to ensure that all jobsite personnel are familiar with the Plan elements. Include copies of training certificates.
  13. Procedures for safe storage and handling of flammable liquids, in accordance with WAC 296-24-330.
  14. If applicable the Contractor shall include procedures for safe storage and handling of compressed gasses in accordance with WAC 296-24-295, Compressed Gas General Requirement.
  15. Other issues which the Contractor determines are appropriate and necessary to protect worker safety and health.
  16. This plan shall be posted and marked in a location on site that will be noticed upon entry of work site. A fall protection plan must also be established and shall be posted next to the Health and Safety Plan (Accident Prevention Program). These postings are required to be protected from inclement weather and must be legible during the extent of this contract.

## 1.6 HEALTH AND SAFETY REPRESENTATIVE

- A. The Contractor shall designate a Health and Safety Representative who will oversee all work taken place on the job site including work performed by subcontractors and

suppliers. The Health and Safety Rep should be capable of identifying hazards within the job site, take immediate actions to correct hazard and if needed, stop work until hazards have been corrected.

- B. The Contractor shall authorize the Health and Safety Representative to resolve safety-related issues raised by the Owner.
- C. The Health and Safety Representative is responsible to insure that work is performed in accordance with the Health and Safety Plan.
- D. At the daily job briefing and/or tailgate conference, Contractor shall provide the Owner's representative in attendance at the meeting all relevant information on the Work to be performed, its location, and the equipment to be used.
- E. The Contractor is responsible to insure that its workers and subcontractors have all safety equipment required for the Work.
- F. Nothing in this Contract shall be construed as imposing any duty upon the Owner or any of its employees with regard to, or as constituting any express or implied assumption of control or responsibility over, Project Site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 35 29**

**SECTION 01 35 53 - SECURITY PROCEDURES****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes: Procedures to maintain security including unauthorized entry, vandalism, and theft to buildings and grounds at Project site.
- B. Related Sections:
  - 1. Section 01 31 19 – Project Meetings
  - 2. Section 01 50 00 – Temporary Facilities and Controls
  - 3. Section 00 73 00 – Special Conditions – Security Screening and Protocols

**1.2 SECURITY PROGRAM**

- A. Arrange with Owner, at Preconstruction Meeting specified Section 01 3119, to set up security program to prevent unauthorized entry and to protect against other security problems, including loss due to theft, vandalism, and fire.
- B. Arrange with Owner for access keys as necessary to perform Work of this Contract.
  - 1. Keys Issued by Owner: Do not duplicate. Return to Owner at Final Completion.
  - 2. Keys not returned: Re-key locks at Contractor's expense and provide new keys conforming to keying types required by Owner.
- C. Establish adequate flood lighting to allow monitoring of Project site during evening hours.

**1.3 STORAGE AND PROTECTION**

- A. Provide for secure lockup of stored materials and take additional measures to protect against theft vandalism, and other loss of property belonging to Owner located on site and at off-site facilities.

**1.4 ENTRY CONTROL**

- A. Restrict entrance of unauthorized persons and vehicles into construction areas.
- B. Maintain log with names and dates of those who enter site.
- C. Maintain security of construction fencing and gates as approved by Owner in advance. Lock at end of each working day.
- D. Maintain security site lighting systems as approved by Owner in advance.

- 
- E. Maintain public access to areas outside of project limits and coordinate with Owner at least 2 weeks in advance of planned disruptions to the public access to the adjacent areas outside of the project limits.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 35 53**

**SECTION 01 42 00 - REFERENCES****PART 1 - GENERAL****1.1 ORGANIZATION AND FORMAT OF SPECIFICATIONS**

- A. Division and paragraph numbers, as listed in the "Table of Contents" of the Specifications Book and the Items of Work included under the headings generally conform with the "Uniform Construction Index" of the Construction Specifications Institute (C.S.I.). Numbering of paragraphs and divisions, and trade headings are merely for convenience and identification, and may not be consecutive.

**1.2 NUMBER OF SPECIFIED ITEMS REQUIRED**

- A. Wherever in these Specifications an article, device or piece of equipment is referred to in the singular number, such reference applies to all and as many such articles as are shown on the Drawings or required to complete the installation.

**1.3 SPECIFICATIONS OF MANUFACTURER**

- A. Wherever in these Specifications an article, device or piece of equipment is referred to by the Manufacturer Model Number, Serial Number of Manufacturer's standard product indication, the specification of that article, device or piece of equipment shall hereby be considered to be included within these Specifications. For the purposes of substitution, such specification shall be deemed to be the basis for the Owner's decision for substitution approval or disapproval. No substitutions shall be considered prior to Award of the Contract.

**1.4 DEFINITIONS**

- A. The following terms are used in the Contract Documents and are defined as follows:
  - 1. The terms "approved" and "for approval" mean "approved by the Owner".
  - 2. The term "coordinate" means "satisfactorily combine the Work of All Trades for a complete and operating installation".
  - 3. The term "selected" means "as selected by the Owner."
  - 4. The term "provide" means "furnish and install".
  - 5. The term "Owner" means "Owner's Representative".
  - 6. The term "directed" means "as directed by the Owner's Representatives".
  - 7. Where the terms "or approved" and "or approved equal" are used, the Owner's Representative is the sole judge of the quality and suitability.
  - 8. The term "indicated" means "as indicated in these Contract Documents".
- B. General:
  - 1. Reference in the Technical Divisions of these Specifications to Standard Data of the following organizations shall mean the Latest Edition at the date noted on the

Specification Book, unless otherwise noted. The Contractor shall conform to said standard requirements, when reference is made thereto, as if the data were repeated verbatim in the Specifications, except where standard data are supplemented and modified by the Specifications.

C. Abbreviations:

1. Standard data of the following organizations are referenced in the Specifications and the organization names abbreviated as noted:
2. AAN: American Association of Nurserymen, 835 Southern Building, Washington, D.C. 20006
3. ACI: American Concrete Institute, P.O. Box 4754, Redford Station, Detroit, Michigan 48219
4. AGA: American Gas Association, 605 Third Avenue, N.Y., NY 10016
5. AIA: American Institute of Architects, 1735 New York Avenue, Washington, D.C. 20006
6. AIMA: Acoustical and Insulating Materials Association, 205 W. Touhy Avenue, Park Ridge, Illinois 60068
7. AISC: American Institute of Steel Construction, 101 Park Avenue, N.Y., NY 10017
8. AISI: American Iron and Steel Institute, 150 E. 42nd Street, N.Y., NY 10017
9. AMCA: Air Moving and Conditioning Association, Inc., 30 W. University Drive, Arlington Heights, Illinois 60004
10. ANSI: American National Standards Institute, 1430 Broadway, New York, N.Y. 10018
11. APA: American Plywood Association, P.O. Box 11700, Tacoma, WA 98411
12. APWA: American Public Works Association, Washington State Chapter, Olympia, WA 98504
13. ARIB: Asphalt Roofing Industry Bureau, 757 Third Ave., NYC 10018
14. ASAHC: American Society of Architectural Consultants
15. ASME: American Society of Mechanical Engineers, 29 W. 39th, NYC 10018
16. ASTM: American Society for Testing & Materials, 1916 Race Street, Philadelphia, PA 19103
17. AWI: Architectural Woodwork Institute, Chesterfield House, Suite A, 5055 S. Chesterfield Road, Arlington, VA 22206
18. AWWA: American Wood Preservers Association, 7735 Old Georgetown Road, Bethesda, MD 20014
19. AWS: American Welding Society, 33 W. 39th, NYC 10018
20. AWWA: American Water Works Association, 2 Park Ave., NYC 10000
21. BHMH: Builders Hardware Manufacturers Association
22. CRSI: Concrete Reinforcing Steel Institute, 38 S. Dearborn, Chicago, IL
23. CS: Commercial Standard of the US Department of Commerce, Washington, D.C. 20025
24. CSI: Construction Specifications Institute, 1717 Massachusetts Avenue, NW, Washington, DC 20036
25. FGMA: Flat Glass Marketing Association, 3310 Harrison, White Lakes Professional Bldg., Topeka, Kansas 66611
26. IEEE: Institute of Electrical & Electronic Engineers, 33 W. 39th, NYC
27. IPCEA: Insulated Power Cable Engineers Association, 283 Valley Road, Montclair, NJ 06042
28. MLA: Meal Lath Association, 12703 Triskett St., Cleveland, OH 44111
29. NAAMM: National Association of Architectural Metal Manufacturers, 228 North LaSalle Mt., Chicago, Illinois 60601



30. NBGQA: National Building Granite Quarries Association, Inc., PO Box 444, Concord, New Hampshire 03302
31. NEMA: National Electrical Manufacturer's Association, 155 E. 44th, NYC 10017
32. NFPA: National Fire Protection Association, 60 Betterymarch Street, Boston, Massachusetts 02110
33. NSPE: National Society of Professional Engineers, 1420 King Street, Alexandria, VA. 22314
34. NWMA: National Woodwork Manufacturers Association, 400 W. Madison Wn., Chicago, IL 60600
35. PS: Product Standard of US Department of Commerce, Washington D.C. 20025
36. SDI: Steel Deck Institute, 9836 W. Roosevelt Road, Westchester, IL 60153
37. SDI: Steel Door Institute, 1230 Keith Bldg., Cleveland, OH 44115
38. SMCNA: Sheet Metal & Air Conditioning Contractors National Association, 107 Center Street, Elgin, IL 60210
39. SSPC: Steel Structures Painting Council, 4400 Fifth Avenue, Pittsburgh, Penn. 15213
40. TCA: Tile Council of America, 800 Second Avenue, NYC 10017
41. UBC: Uniform Building Code of International Conference of Building Officials, 530 S. Workman Hill, Whittier, CA 90601
42. UL: Underwriter's Laboratories, 333 Pfingsten Rd., Northbrook, IL
43. WSDOT: Washington State Department of Transportation
44. WWPA: Western Wood Products Association, Yeon Building, Portland, OR 97204

## 1.5 1.06 LIST OF ABBREVIATIONS

- A. Abbreviations and Symbols occurring on the Drawings and in the Specifications may include, but are not limited to, the following:

A.C.	ASPHALT CONCRETE
A.C.I.	AMERICAN CONCRETE INSTITUTE
A.C.P.	ASPHALT CONCRETE PAVEMENT
ALT.	ALTERNATE
ANCH.	ANCHOR
APPROX.	APPROXIMATE(LY)
ASPH.	ASPHALT
A.S.T.M.	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AUTO.	AUTOMATIC
B.B.	BALL & BURLAP
B.C.	BOTTOM OF CURB
BLDG.	BUILDING
B.M.	BENCH MARK
B.S.	BOTTOM OF STEPS
C.B.	CATCH BASIN
C.F.	CUBIC FOOT
C.I.	CAST IRON
C.I.P.	CAST IRON PIPE
C.J.	COLD JOINT
C.L.	CENTER LINE
CLR.	CLEARANCE or CLEAR
C.M.P.	CORRUGATED METAL PIPE
C.O.	CLEAN OUT

---

CONC.	CONCRETE
COND.	CONDITION
CONN.	CONNECTION
CONT.	CONTINUOUS
C.P.	CONCRETE PIPE
C.P.P.	CORRUGATED-PERFORATED PIPE
CTRS.	CENTERS
C.W.	CONCRETE WALK
C.Y.	CUBIC YARD
D.F.	DOUGLAS FIR
DET.	DETAIL
DIA.	DIAMETER
DIM.	DIMENSION
D.L.	DAYLIGHT GRADE
E.	EAST
EA.	EACH
E.J.	EXPANSION JOINT
ELEC.	ELECTRICAL
EL.or ELEV.	ELEVATION
ENG.	ENGINEER
E.P.	EDGE OF PAVING
E/Q.	EQUAL
E.W.	EACH WAY
EX.	EXISTING
EXIST.	EXISTING
F.E.	FINISHED ELEVATION
F.G.	FINISH GRADE
F.H.	FIRE HYDRANT
FIN.	FINISH
F.L.	FLOW LINE
FLD.	FIELD
F.S.	FINISH SURFACE
FTG.	FOOTING
GA.	GAUGE
GAL.	GALLON
GALV.	GALVANIZED
G.C.	GROUND COVER
G.E.	GRATE ELEVATION
G.I.	GALVANIZED IRON
H.B.	HOSE BIBB
HDPE	HIGH DENSITY POLYETHYLENE
HDR.	HEADERBOARD or HEADER
H.H.	HAND HOLE
HT.	HEIGHT
I.D.	INSIDE DIAMETER
I.E.	INVERT ELEVATION
INV.	INVERT
J.B.	JUNCTION BOX
JTS	JOINTS
L.A.	LANDSCAPE ARCHITECT
L.C.	LENGTH OF CURVE

---

L.F.	LINEAR FEET
L.P.	LOW POINT
M.H.	MAN HOLE
MAX.	MAXIMUM
MIN.	MINIMUM
N.	NORTH
N.I.C.	NOT IN CONTRACT
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
PAV.	PAVING
P.E.	POLYETHYLENE
PED.	PEDESTRIAN
PERIM.	PERIMETER
P.S.I.	POUNDS PER SQUARE INCH
PTD.	PAINTED
P.V.C.	POLYVINYLCHLORIDE
Q.C.V.	QUICK COUPLING VALVE
R.	RADIUS
R.E.	RIM ELEVATION
REQ.	REQUIRED
REQ'D.	REQUIRED
REG.	REGULAR
REM.	REMOVE
REQD.	REQUIRED
R/W	RIGHT OF WAY
S.	SOUTH
S.D.	STORM DRAIN
SDR.	STANDARD DIMENSION RATIO
SECT.	SECTION
S.F.	SQUARE FEET
S.G.	SUB GRADE
SHT.	SHEET
SIM.	SIMILAR
SPEC.	SPECIFICATIONS
SQ.	SQUARE
S.S.	SANITARY SEWER
STD.	STANDARD
STL.	STEEL
T.B.	TOP OF BERM
T.C.	TOP OF CURB
TEC.	TEMPORARY EROSION CONTROL
T.P.	TOP OF PAVING
T.S.	TOP OF STEPS
T.W.	TOP OF WALL
TYP.	TYPICAL
V.	VALVE
VERT.	VERTICAL
W.	WIDE/WIDTH
W/O	WITHOUT
W/	WITH
W.M.	WATER METER

---

WWM.      WELDED WIRE MESH

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 42 00**

**SECTION 01 45 00 - QUALITY CONTROL****PART 1 - GENERAL****1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-control services required by Engineer, City, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Contractor will pay for all proctor tests for all materials used for fill.
- D. Owner will employ and pay for the services of an independent testing laboratory to perform specified laboratory testing of materials:
  - 1. In-place soil, gravels and import fill density testing.
  - 2. In-place asphalt density testing.
  - 3. Concrete slump, air content, and compression testing, excluding initial mix designs.
  - 4. In place masonry grout.
  - 5. Anchor bolts and structural anchors.

**1.2 DEFINITIONS**

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

**1.3 DELEGATED DESIGN**

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

#### 1.4 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "1.05 Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- C. Reports: Prepare and submit certified written reports that include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Ambient conditions at time of sample taking and testing and inspecting.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.
- D. Permits, Licenses, and Certificates: For City's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

#### 1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.
- G. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.

## 1.6 QUALITY CONTROL

- A. City Responsibilities: Where quality-control services are indicated as City's responsibility, City will engage a qualified testing agency to perform these services.
  - 1. City will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
  - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
  - 3. Owner's Representative will coordinate and manage testing agencies.
  - 4. City will provide onsite observation of tie-down anchor installation and testing by contractor.
- B. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
  - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

- 
- a. Contractor shall not employ the same entity engaged by City, unless agreed to in writing by City.
  2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Special Tests and Inspections: City will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of City.
1. Testing agency will notify Engineer and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Engineer with copy to Contractor and to authorities having jurisdiction.
  3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  5. Testing agency will retest and reinspect corrected work.
- D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
  5. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.



- 
2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field-curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### **3.1 REPAIR AND PROTECTION**

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**END OF SECTION 01 45 00**

---

**SECTION 01 45 23 - TESTING AND INSPECTION SERVICES****PART 1 - GENERAL****1.1 SUMMARY****A. Section Includes:**

1. Special structural inspections required by Code.
2. Geotechnical evaluation and inspection services.
3. Field quality control testing and inspections, including, but not limited to Water penetration resistance and air leakage field testing.

**B. Related Sections:**

1. Section 31 20 00 - Earthwork
2. Section 03 11 00 - Concrete Formwork
3. Section 03 21 00 - Reinforcing Steel
4. Section 03 30 00 - Cast-in-Place Concrete
5. Section 04 26 13 - Masonry Veneer
6. Section 05 12 00 - Structural Steel
7. Division 22 - Plumbing
8. Division 23 - Heating, Ventilating, and Air Conditioning
9. Division 26 - Electrical

**1.2 REFERENCES****A. Reference Standards: Current edition at date of Bid.****B. American Concrete Institute (ACI):**

1. ACI 214 - Recommended Practice for Evaluation of Strength Test Results of Concrete.
2. ACI 318 - Code Interpretation of Building Code Requirements for Reinforced Concrete.

**C. ASTM International:**

1. ASTM C31 - Practices for Making and Curing Concrete Test Specimens in the Field.
2. ASTM C33 - Standard Specifications for Concrete Aggregates.
3. ASTM C39 - Test Method for Compressive Strength of Cylindrical Concrete Specimens.
4. ASTM C42 - Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
5. ASTM C143 - Test Method for Slump of Hydraulic Cement Concrete.

6. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
7. ASTM C1314 - Standard Test for Compressive Strength of Masonry Prisms.
8. ASTM D1557 - Test Method for Moisture-Density Relations of Soils, and Soil-Aggregate Mixtures Using 10-lb. (4.54 kg) Rammer and 18-in. (457 mm) Drop.
9. ASTM C1077 - Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
10. ASTM E329 - Practice for Use in the Evaluation of Testing and Inspection Agencies as Used on Construction.
11. ASTM E605 - Standard Test Methods for Thickness and Density of Sprayed Fire-Resistive Material (SFRM) Applied to Structural Materials.
12. ASTM E2174 - Standard Practice for On-Site Inspection of Installed Fire Stops

- D. Association of the Wall and Ceiling Industries International (AWCI): AWCI Technical Manual 12-B - Standard Practice for the Testing and Inspection of Field Applied Thin-Film Intumescent Fire-Resistive Materials; an Annotated Guide. Web Site <http://www.awci.org>.

### 1.3 REGULATORY REQUIREMENTS

- A. Conform to IBC Chapter 17 and building code authority having jurisdiction for requirements pertaining to structural tests and special inspections.
- B. Statement of Special Inspections: Prepared by Structural Engineer of Record, as shown on Structural Drawings, conforming to provisions of IBC Section 1705.
- C. Contactor's Statement of Responsibility: Conform to IBC Section 1706 for written statement of responsibility for construction of a main wind-force-resisting system or component and seismic-resisting system or component listed in Statement of Special Inspections.
  1. Submit to building code official and Owner.
  2. Submit to Architect for review, conforming to Section 01 33 00, and prior to submitting to building code official.

### 1.4 TESTING AND INSPECTION SERVICES

- A. Special Inspector Required by Code:
  1. Employed by Owner.
  2. Registered and approved by regulatory authority having local jurisdiction to conduct Special Inspections, testing, and laboratory services, required by IBC Chapter 17.
  3. Qualified as ACI Concrete Inspector Level II or equivalent for concrete inspections.

- B. Geotechnical (Soils) Engineer: Employed by Owner to conduct Special Inspections, including construction observation and soils engineering services, for work pertaining to soils, drainage, shoring, and related earthwork excavations, grading, and filling to satisfy conformance to provisions of IBC Chapter 18 Soils and Foundations and Building Code Official.
- C. Field Quality Control Testing, Inspection, and Laboratory Services: Independent inspection and testing services not required by Authorities Having Jurisdiction will be employed at Owner discretion.
  - 1. Independent testing laboratory certified or accredited by qualifying agency or organization to perform testing, inspections, and provide laboratory services to verify conformance to reference standards and other specified provisions.
  - 2. Inspection services may include but are not limited to following:
    - a. Concrete moisture vapor emissions and relative humidity testing at concrete slabs.
    - b. Painting and coating systems, including site and shop applications.
    - c. Building enclosure including roofing, waterproofing, and air and vapor barrier systems at perimeter wall systems.
    - d. Window, storefront, curtain wall, and skylight testing and inspection services to verify in place systems as conformance to specified performance and design criteria.
    - e. Electrical low voltage wiring systems.
    - f. Electrical illumination lighting controls.
    - g. Biological hazards including pest, mold, and microbial testing and inspection services.
    - h. Asbestos, PCBs, lead, and chemically hazardous testing, evaluation, and abatement services.

#### 1.5 DUTIES OF TESTING AND INSPECTION SERVICES

- A. Special Inspector: Perform specified inspecting, sampling, and testing conforming to specified Reference Standards, provisions of Contract Documents, and requirements of IBC Section 1704 for Special Inspections.
- B. Geotechnical Engineer:
  - 1. Perform inspection, testing, and verification of substrate conditions for foundations, slabs-on-grade, and other site construction.
  - 2. Determine conditions requiring special procedures and make report to Owner and Architect detailing observed topographical conditions.
- C. Field Quality Control Testing, Inspection, and Laboratory Services: Perform specified field quality control testing of samples, mock-ups, and in-place work to verify conformance of manufactured products to that specified.
- D. Attend preconstruction and progress meetings and pre-installation conferences when requested.

- E. Promptly notify Architect, Owner, Contractor, and Building Code Official of observed irregularities and non-conformance to provisions of Contract Documents and requirements of IBC.

#### 1.6 REPORTS BY TESTING AND INSPECTION SERVICES

- A. After each inspection and test, copies of field reports will be submitted to Owner, Architect, Contractor, and Building Department (where applicable) for filing with Contractor's Project Record Documents File.
- B. Notification of Noncompliance: Reports will be submitted to Owner, Architect, and Building Code Official (where applicable) of work not in compliance with Contract Documents or with IBC provisions.
- C. Include for Each Report:
  - 1. Date issued
  - 2. Project title and number.
  - 3. Name of inspector.
  - 4. Testing laboratory address, and telephone number.
  - 5. Identification of product and specification Section and number.
  - 6. Location of Project.
  - 7. Record of weather conditions.
  - 8. Date and time of sampling or inspection.
  - 9. Date and type of test.
  - 10. Location of sample or test in the Project.
  - 11. Results of tests.
  - 12. Compliance with Contract Documents.
- D. Perform additional tests, requested by Building Code Official, Owner, or Architect. Owner will deduct from Contract Sum, cost of additional testing showing work in non-conformance with Contract Documents.

#### 1.7 LIMITS ON AUTHORITY

- A. Special Inspector, Testing Agencies, Laboratory Services, and Quality Control Inspectors are not authorized to:
  - 1. Release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Approve or accept work.
  - 3. Assume or perform duties of Contractor.
  - 4. Stop work or authorize additional work.
- B. Geotechnical Engineer may approve or reject some portions of the work and may recommend to Architect that the Contractor do work which may enlarge on or diminish Work.

#### 1.8 CONTRACTOR'S RESPONSIBILITIES

- A. Employment of Special Inspector, Geotechnical Engineer, and other special testing and inspection agencies does not relieve Contractor of responsibility to perform Work in conformance to provisions of Contract Documents
- B. Cooperate with Special Inspector, Geotechnical Engineer, and other special testing and inspection agencies employed by Owner. Provide access to work at Project site and sources off site in order to expedite provisions of this Section.
- C. Coordinate, sequence, and schedule inspections and testing and show on Progress Schedule.
  - 1. Give minimum 48 hours notice to allow time for assignment of personnel and scheduling of tests by testing and inspection agencies
  - 2. Reimburse Owner for costs of travel, time and expenses incurred when inspections or tests cannot be performed after notice and arrival of testing and inspection personnel.
- D. Maintain copies of inspections, testing, and laboratory reports at Project Site as Project Record Documents.

#### 1.9 SCHEDULE OF SOILS AND FOUNDATIONS INSPECTIONS

- A. Site work foundation and soils investigations conforming to IBC Chapter 18 and as specified by individual specification Sections will be conducted by Geotechnical Engineer. Additional testing will be performed as requested by Architect or building code official.
- B. Site Work including Earthwork:
  - 1. Excavation of unsuitable material.
  - 2. Testing and acceptance or rejection of on-site and imported material for use as structural fill.
  - 3. Preparation of subgrade surfaces to receive additional fill, concrete footings, or concrete slabs.
  - 4. Placement and compaction testing of structural fill.
- C. Soils Compaction Tests: Conform to ASTM D1557.
  - 1. Compacted Fills, Subgrades, Sub-Bases, and Base Courses (Other Than Interior Concrete Slabs-On-Grade): Minimum one test per 1000 square feet for each lift.
  - 2. Fills Under Interior Concrete Slabs-On-Grade: Minimum one test per 500 square feet for each lift.
  - 3. Fills under Foundation Walls and Footings, and Backfill of Foundation Walls and Footings: Not less than one test per 100 linear feet of wall footing for each lift.
- D. Special Grading, Excavations, and Filling: As specified by Section 31 20 00 and as required by IBC Chapter 18.

- E. Utility Trench Bottoms, Backfill of Utility Trenches Under Concrete Slabs-on-Grade, Foundation Walls, and Asphalt Paving: Minimum one test per 100 linear feet of trench for each lift.
- F. Drilled Piers: Inspections and testing of drilling and placing concrete and as specified by Section 31 63 29 and as required by IBC Section 17 04.9.

#### 1.10 SCHEDULE OF STRUCTURAL TESTS AND SPECIAL INSPECTIONS

- A. Structural tests and special investigations, including special inspections and testing for seismic resistance required by IBC Chapter 17, and as specified by individual specification Sections, will be performed by Special Inspector. Additional testing will be performed as requested by Architect or building code official.

#### 1.11 STEEL CONSTRUCTION TESTS AND INSPECTIONS

- A. Structural Observations: As specified by Division 04 Sections and as required for inspection of steel elements of building and structure erections as defined by IBC Section 17 04.3 and Table 1704.3.

#### 1.12 CONCRETE CONSTRUCTION TESTS AND INSPECTIONS

- A. Concrete, General: As specified by Division 03, Division 31, and Division 32 Sections and as required by IBC Section 17 04.4 and Table 1704.4.
- B. Reinforcing Steel:
  - 1. Prior to placing of reinforcing steel, verify that reinforcing complies with requirements of Structural Notes and Drawings.
  - 2. Verify grade, size, and placement of reinforcing steel, fabric, and embedded items prior to closing off by formwork and concrete or grout placement.
  - 3. Check condition of reinforcing and embedded items for bond integrity with concrete.
- C. Concrete Delivery and Placement:
  - 1. Check and keep record of batch tickets for compliance with required mix design.
  - 2. Remain on project site during placement of structural reinforced concrete.
  - 3. Prior to placement of concrete, Inspect:
    - a. Accuracy, configuration, and cleanliness of formwork.
    - b. Cleanliness, quantity, and placement of reinforcing steel.
- D. Aggregates for Normal Weight Concrete: Sample and perform Gradation Test to ASTM C33 on first day and every other day thereafter during course of construction.
- E. Testing and Sampling of Concrete Mix Water:

1. Submit 1 test with the mix design.
2. Submit 1 test each week during course of concrete placement.
3. Test six cubes each test. 3 cubes with wash water and 3 cubes with potable water.
4. Conduct chemical tests, 1 per week during course of concrete placement.

F. Sampling for Concrete Compression Tests:

1. Take representative samples of fresh concrete conforming to ASTM C172 for each concrete mix delivered to project.
  - a. No samples are required for less than 5 cubic yards of concrete.
  - b. Take one sample for placement of 5 to 25 cubic yards.
  - c. Take one additional sample for each additional 150 cubic yards.
  - d. Minimum of one sample each day mix is delivered
2. Make and cure test 4 inch by 8 inch test cylinder specimens conforming to ASTM C31.

G. Concrete Compression Tests of Test Cylinders:

1. Test to ASTM C39 for each concrete mix conforming to following:

Age at Test (Days)	Number of Cylinders to be Tested and Broken	
	Acceptance Age: 56 Days	Acceptance Age: 28 Days
7	1	1
28	2	2
56	2	-
Hold	1	1

2. Basis for Compliance:
  - a. Meet or exceed specified compressive strength for average of 3 consecutive strength tests for each concrete mix.
  - b. Individual strength test average of 2 cylinders does not fall more than 500 psi below specified compressive strength.
3. Test Report: Indicate exact mix tested, minimum aggregate size, location and type of concrete placement, cylinder identification, date of receiving test cylinder in laboratory, cement brand and type, and admixtures used.

H. In-Place Concrete Core Tests: Conduct further testing, at Contractor's expense, of concrete where cylinder test cylinders fall 500 psi below specified compressive strength or where tests of field-cured cylinders indicate deficiencies in protection or curing.

1. Testing Procedure: Test to ASTM C42. Take at least three 2 inch diameter core samples from concrete placement locations considered questionable as directed by Architect.
2. Damaged Core Samples: Replace samples damaged during removal or subsequent testing with new core sample.



- 
- 3. Basis for Acceptance: Average compressive strength of core samples at least 85 percent of that specified and no single core sample less than 75 percent of that specified. Where not accepted, Structural Engineer analysis and correction of work will be made at Contractor's expense.
  - 4. Core Holes: Repair at Contractor's expense using accepted dry pack or specified non-shrink grout.
- I. Concrete Slump Tests: Make slump test for each batch delivered and at least 1 test each hour during continuous placements. Verify that batches are consistent. Test each batch to ASTM C143.
  - J. Air Content: Test each set of concrete compression test cylinders to ASTM C231 at minimum one test each day.
  - K. Concrete Curing Procedures: Conduct inspections and verify compliance with specified requirements.
  - L. Anchors: Inspect epoxy anchors and expansion bolts installed in concrete as defined by IBC Chapter 17.
- 1.13 MASONRY CONSTRUCTION TESTS AND INSPECTIONS
- A. Structural Masonry: As specified by Division 04 Sections and as required by IBC Section 17 04.5.
  - B. Inspect grout spaces and cleanouts, take prism and test samples, inspect after placement of reinforcing steel, and during grouting operations, except as otherwise permitted by Code.
- 1.14 OTHER MISCELLANEOUS TESTS AND INSPECTIONS
- A. Special Cases: As required by IBC, as determined by Building Code Official, and as requested by Architect

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 45 23**

**SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS****PART 1 - GENERAL****1.1 SECTION INCLUDES**

- A. This work includes furnishing, installing, operating, maintaining, and removal of temporary construction facilities.

**1.2 TEMPORARY FACILITIES**

- A. Meals and Lodging: The Owner will not provide meal and lodging facilities for the Contractor's personnel.
- B. The Contractor shall make all necessary arrangements for temporary water service. All costs thereof shall be borne by the Contractor.
- C. Electric Power: The Contractor shall make all necessary arrangements for temporary electrical service. All costs thereof shall be borne by the Contractor.
- D. Toilet Facilities
  - 1. The Contractor shall provide and maintain adequate chemical toilet facilities for all individuals connected with the work, with separate facilities for men and women.
  - 2. The Contractor shall keep the toilet facilities in sanitary condition in accordance with the Snohomish County Health Department.
  - 3. The Contractor shall remove the toilet facilities at completion of the contract and shall disinfect the premises.
- E. Telephone Service: The Contractor shall make arrangements for temporary telephone service. All costs thereof shall be borne by the Contractor.
- F. The Contractor shall maintain the construction area in a neat and orderly condition throughout the contract. Food and garbage shall be stored properly to prevent attracting animals. Remove food and garbage from the site during non-work hours. Practice controls to stop rodent infestation of temporary facilities and the job site.
- G. Staging and stockpiling areas will be determined in the pre-construction conference.
- H. Temporary Buildings: The Contractor may construct or provide temporary buildings, at an approved or designated location, as may be necessary for the performance of the work. At the completion of the work, the Contractor shall remove all temporary buildings.
- I. Hydrant Use Permits: The Contractor shall obtain required hydrant use permits from the Water Utility having control over fire hydrants. All costs thereof shall be borne by the Contractor.

- 
- J. After completion of Work the Contractor shall remove all temporary facilities and shall restore the temporary facilities area to its original state.

1.3 MATERIAL DELIVERY AND STORAGE

- A. Delivery of materials shall be made only during the Contractor's working hours and at such times as they have a representative available.
- B. The Contractor shall store materials within the work site area at an area determined in pre-construction conference or designated by the Owner.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 50 00**

**SECTION 01 55 00 - VEHICULAR ACCESS AND PARKING****PART 1 - GENERAL****1.1 DESCRIPTION**

- A. Provide labor, signs, and other traffic control devices, for performing traffic control procedures needed for the protection of the Work and the Public.

**1.2 RELATED REQUIREMENTS**

- A. Not Applicable

**1.3 REFERENCES**

- A. MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways City of Everett Design and Construction Standards (current edition)

**1.4 CONSTRUCTION UNDER TRAFFIC**

- A. The Contractor shall be responsible for first aid; the safety, efficiency, and adequacy of the Contractor's plant, Equipment, and method of construction; and for any damage or injury resulting from the failure, improper maintenance, use or operation of such plant or Equipment or method of operation.
- B. Notifications Relative to Contractor's Activities:
  - 1. The Contractor shall plan and schedule Contractor work activities to conform to and allow time for notifications, approvals, reviews, and other conditions of the Contract Documents.
    - a. For Work That Partially or Completely Restricts Any Arterial, Street, Sidewalk, or Alley
    - b. Disruptions to, or service modification requests for, Everett transit service
    - c. Property access restrictions
    - d. Emergency Work for Pavement or Sidewalk Problems
- C. The Contractor shall:
  - 1. Conduct all operations with the least possible obstruction and inconvenience to the public.
  - 2. Have under construction no greater length or amount of work than can be continuously and vigorously prosecuted properly with due regards to the rights of the public.
  - 3. To the extent possible, finish each section before beginning work on the next.
  - 4. Minimize the disruption of public traffic by:

- 
- a. Permitting traffic to pass through the Work with the least possible inconvenience or delay except in those areas where safety and lack of space requires detour of the traffic elsewhere.
  - b. Maintaining existing roads, Streets, sidewalks, bikeways, and paths that lie next to or inside the Project limits by keeping them open and in good, clean, and safe condition at all times. Deficiencies caused by the Contractor's operation shall be repaired at the Contractor's expense. Deficiencies not caused by the Contractor's operations will be repaired by Owner forces at the Owner's expense. The Contractor shall also maintain roads, Streets, sidewalks, bikeways, and paths adjacent to the Project Site when they are affected by the Contractor's operations.
  - c. Removing or repairing any condition resulting from the Work or Contractor's operations that might impede traffic or create a hazard including the removal of deposits and debris that accumulates on the Roadway surface. At a minimum, removal of deposits and debris shall be on a daily basis. If daily removal is insufficient to keep the Streets clean, the Contractor shall perform removal operations on a more frequent basis. If the Owner determines that a more frequent cleaning is impractical or if the Contractor fails to keep the Streets free from deposits and debris resulting from the Work, the Contractor shall, upon order of the Owner, remove all clay or other deposits from the tires or between wheels before trucks or other Equipment are allowed to travel over paved Streets.
    - 1) If the Contractor fails or refuses to clean the Streets, trucks, or Equipment as required by the Engineer, the Engineer may order the Work suspended at the Contractor's risk until compliance with the Contractor's obligation is assured. Alternately, the Engineer may order the Streets in question cleaned by others and such costs incurred by the Owner in achieving compliance with these Contract requirements, including cleaning of the Streets, shall be deducted from moneys due or to become due the Contractor on progress payments. The Contractor shall have no claim for delay or additional costs if the Engineer chooses to suspend the Contractor's Work until compliance is achieved.
  - d. Maintaining existing, permanent signs and not relocating or removing traffic control and Street name signs that interfere with construction until absolutely necessary; and installing and maintaining temporary pavement markings and striping on the Roadway using temporary pressure sensitive tape when necessary. The Contractor shall be responsible for scheduling when to renew striping and pavement marking, subject to the Engineer's approval.
  - e. Providing access at all times to emergency traffic such as police, fire, and disaster units.
  - f. Coordinating construction operations with all disposal firms and transit bus service that may be operating within the Project Site.
    - 1) If Everett Transit operates in the area of Work, the Contractor shall maintain the Project Site in such a manner that transit bus service, including access to bus zones, is safe and convenient.
  - g. Providing safe and convenient access to transit bus zones affected by the Work at all times and maintaining the Project Site such that transit bus service is uninterrupted. The Contractor shall be liable for any damages that may result from failure to provide reasonable access or coordination with affected transit authorities.

- h. Keeping existing traffic signal and lighting systems in operation as the Work proceeds. (The Owner will continue the routine maintenance on such systems.)
- 5. Protect the rights of abutting property owners by:
  - a. Planning and conducting construction operations so that the least inconvenience as possible is caused to abutting property owners;
  - b. Except during those urgent stages of construction when it is impractical to carry on the construction and maintain traffic simultaneously, maintaining ready and convenient access to driveways, houses, and buildings along the line of Work;
  - c. The Contractor shall post signs and barricades advising Street closure at the nearest intersections away from the closed portion of the Street and on all cross Streets. Street closings shall not exceed 2 blocks in length at any one time unless approved otherwise by the Owner.
  - d. When Street closure is required in the preparation of the Roadway for placement of asphalt pavement, concrete pavement, sewer excavation, or other construction that prohibits safe vehicular traffic, abutting property owners and tenants shall be notified 10 days in advance of any restrictions that might affect access to their property.
  - e. Providing temporary approaches to crossing or intersecting roads and keeping those approaches in good condition; and
  - f. Providing another access before closing an existing one whenever the Contract calls for removing and replacing an abutting owner's access. The existing access shall not be closed until the replacement access facility is available; and
  - g. Access to Private Properties
    - 1) The Contractor shall maintain access for local vehicular and pedestrian traffic to private properties along the line of Work except:
      - a) During those urgent stages of construction when it is impractical to carry on the construction and maintain vehicular and pedestrian traffic simultaneously, or
      - b) When Street closure is required because construction will prohibit safe vehicular traffic.
    - 2) If a Street or alley is to be closed, the Contractor shall notify all abutting property owners and tenants of the closures or of any other restrictions that may interfere with their access.
    - 3) Notification shall be at least 2 days in advance for residential property, and at least 5 days in advance for commercial property.
- 6. When traffic must pass through grading areas, the Contractor shall:
  - a. Make cuts and fills that provide a smooth, even Roadbed;
  - b. Place, in advance of other grading work, enough fill at all Culverts and bridges to permit traffic to cross;
  - c. Make Roadway cuts and fills, if ordered by the Owner, in partial width lifts, alternating lifts from side to side to permit traffic to pass on the side opposite the Work;
  - d. Install Culverts on half the width of the Traveled Way, keeping the other half open to traffic and unobstructed until the first half is ready for use;
- 7. After rough grading or placing any subsequent layers:
  - a. Prepare the final Roadbed to a smooth, even surface (free of humps and dips) suitable for use by public traffic; and
  - b. Settle dust with water, or other dust palliative, as the Owner may order.

8. If grading work is on or next to a Roadway in use, the Contractor shall finish the grade immediately after rough grading and place surfacing Materials as the Work proceeds.
  9. Conduct all operations to minimize any drop offs ("drop-off" is defined as abrupt changes in Roadway elevation) left exposed to traffic during non working hours. Unless otherwise directed in the Traffic Control Plan, the Contractor shall also protect drop offs left exposed to traffic during non working hours as follows:
    - a. Drop offs up to 0.20 foot may remain exposed with appropriate warning signs alerting motorists of the condition.
    - b. Drop offs more than 0.20 foot that are in the Traveled Way or Auxiliary Lane will not be allowed unless motorists are informed about the danger of a drop off immediately ahead of them with appropriate warning signs and protection is provided as indicated in the immediately following subparagraphs c.1) or c.2).
    - c. Drop offs with depths more than 0.20 foot, but no more than 0.50 foot, that are not within the Traveled Way will not be allowed unless motorists are informed about the danger of a drop off immediately ahead of them with appropriate warning signs and further protected by having one of the following:
      - 1) Channeling devices (Type I barricades, plastic safety drums, or other devices 36 inches or more in height) placed along the traffic side of the drop off and a new edge of pavement stripes placed a minimum of 3 feet from the drop off on the traffic side. The "number" in feet of maximum spacing between the devices shall be the posted speed "number" in miles per hour. Signs, warning of pavement drop off, shall be placed in advance of and throughout the drop off treatment.
      - 2) Temporary concrete barrier or other approved barrier installed on the traffic side of the drop off with 1 foot between the drop off and the drop off side of the barrier and a new edge of pavement stripe a minimum of 2 feet from the face of the traffic side of the barrier. An approved terminal, flare, or impact attenuator will be required at the beginning of the barrier facing oncoming traffic. For night use, the barrier shall have standard delineation such as paint, reflective tape, lane markers, or warning lights.
  10. Open trenches within the Traveled Way or Auxiliary Lane shall have a steel plate cover placed and anchored over them. A wedge of suitable material, if required, shall be placed for a smooth transition between the Pavement Structure and the steel plate. Warning signs shall be used to alert motorists of the presence of the steel plates.
- D. The Contractor shall be responsible for providing adequate safeguards, safety devices, and protective Equipment, and for taking any other needed actions to protect the life, health, and safety of the public, and to protect property in connection with the performance of the Work covered by the Contract. The Contractor shall perform any measures or actions the Owner may deem necessary to protect the public and property. The responsibility and expense to provide this protection shall be the Contractor's except that which is to be furnished by the Owner as specified in other Sections of these Specifications:

## 1.5 PEDESTRIAN CONTROL AND PROTECTION

- A. When the Work area encroaches upon a sidewalk, walkway or crosswalk area, special consideration must be given to pedestrian safety. Maximum effort must be made to separate pedestrians from the Work area.
- B. Protective barricades, fencing, and bridges, together with warning and guidance devices and signs, shall be utilized so that the passageway for pedestrians is safe and well defined. Whenever pedestrian walkways are provided across excavations, they shall be provided with suitable handrails. Footbridges shall be safe, strong, and free of bounce and sway, have a slip resistant coating, and be free of cracks, holes, and irregularities that could cause tripping. Ramps shall be provided at the entrance and exit of all raised footbridges, again to prevent tripping. Adequate illumination and reflectorization shall be provided during hours of darkness. All walkways shall be maintained at least 4 feet clear width except in areas of unusually heavy pedestrian traffic such as business districts, where the minimum clear width shall be 8 feet.
- C. Where walks are closed by construction, an alternate walkway shall be provided, preferably within the planting strip. Where it is necessary to divert pedestrians into the Roadway, barricading or channeling devices shall be provided to separate the pedestrian walkway from the adjacent vehicular traffic lane. At no time shall pedestrians be diverted into a portion of a Street used concurrently by moving vehicular traffic.
- D. At locations where adjacent alternate walkways cannot be provided, appropriate signs shall be posted at the limits of construction and in advance of the closure at the nearest crosswalk or intersection to divert pedestrians across the Street.
- E. Physical barricades shall be installed to prevent visually impaired people from inadvertently entering a closed area. Pedestrian walkways shall be wheelchair accessible at all times. Pedestrian access shall be maintained to all properties adjacent to the construction site.

## 1.6 TEMPORARY TRAFFIC CONTROL

- A. General
  - 1. Installation and maintenance of temporary traffic control for pedestrian and vehicular traffic within the public Right of Way shall be performed in accordance with the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) as supplemented by the current edition of the City of Everett Design and Construction Standards and such additional requirements as may be included in the Contract. The Manual on Uniform Traffic Control Devices for Streets and Highways" may be obtained from the Superintendent of Documents, U. S. Government Printing Office, Washington, D.C. 20402.
  - 2. The Contractor shall:
    - a. Provide flaggers, signs, and other traffic control devices not otherwise specified as being furnished by the Owner
    - b. Not work on or adjacent to any Traveled Way until all necessary signs and traffic control devices are in place
    - c. Unless the section of Street is to be completely closed to vehicular traffic, schedule and plan the Work to permit:
      - 1) The maximum number of traffic lanes normally available to be opened in the direction of the heaviest flow of traffic during the peak hours



- 2) Maintain 2 way traffic at all times except on "one-way" Streets. Additional width for facilitating traffic flow may be obtained by requesting on Street parking to be prohibited adjacent to the work area
  - 3) Maintain traffic on a paved surface whenever possible. In the event that a graveled or dirt surface must be used as a detour, maintain a smooth surface and control dust
  - 4) Clean up spillage from trucks on the pedestrian or driving surface adjacent to the work area.
  - 5) Provide safe and protected pedestrian ways.
  - 6) Do not park or place construction Equipment to create an unnecessary sight distance or other safety obstruction to vehicular or pedestrian traffic.
  - 7) Maintain work area traffic control devices in a proper condition on an "around the clock" basis whether or not work is actively being pursued. In addition, the Contractor shall assure that tools and Equipment are properly stored and excavation bridging is secure and adequately covering excavation.
- d. Erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage resulting from the Contractor's operations.
  - e. Be liable for injuries and damages to persons and property suffered by reason of the Contractor's operations or any negligence in connection therewith.
  - f. Construct, maintain in a safe condition, keep open to traffic, and remove when no longer needed detours and temporary approaches that will accommodate traffic diverted from the Roadway, walkway or bridge during construction. On site or off site detours required or necessitated by the Work, including side Street crossings, temporary bridges, utilization of one or more lanes of the construction area for maintenance of through traffic, and related traffic control shall be the responsibility of the Contractor.

B. Traffic Control Management

1. General:

- a. All Projects in Street areas will be inspected with regard to type and placement of pedestrian and vehicular traffic control devices. Traffic control devices not meeting the requirements of the MUTCD Manual shall be considered nonstandard. Nonstandard traffic control devices shall not be used unless specifically approved for use, in writing, by the Owner.
- b. The Contractor shall patrol the traffic control area as often as necessary, but at least daily, and reset all disturbed signs and traffic control devices. Signs and other traffic control devices shall be removed or covered during periods when they are not necessary.
- c. Before beginning Work, the Contractor shall designate an individual or individuals to perform the duties of Traffic Control Manager (TCM). These individuals shall be in continuous responsible charge of traffic control. A TCM is required on all Projects that require traffic control.

2. Traffic Control Manager (TCM) - The duties of the TCM shall include:

- a. Discussing proposed traffic control measures and coordinating implementation of the Contractor adopted traffic control plan(s) with the Owner

- b. Coordinating all traffic control operations, including those of Subcontractors, Suppliers, and any adjacent construction or maintenance operations
  - c. Coordinating the Project's activities (Road closures, and lane closures) with appropriate police, fire control agencies, city or county engineering, medical emergency agencies, school districts, disposal companies, and transit companies
  - d. Overseeing all requirements of the Contract that contribute to the convenience, safety, and orderly movement of vehicular and pedestrian traffic
  - e. Having the latest adopted edition of the MUTCD Manual and applicable standards and Contract available at all times on the Project
  - f. Attending all Project meetings where traffic management is discussed
3. Contractor's Refusal or Failure to Act:
- a. Upon failure or refusal of the Contractor to comply with the Owner's Written Notice to:
    - 1) Provide adequate flaggers,
    - 2) Provide, erect, maintain, and remove, as applicable, barricades, signs, lights, on site or off site detours or detour bridges, or
    - 3) Provide any work required by Article 1.02 and Article 1.03 of this section.
    - 4) Follow the Engineer's order to do 1), 2), or 3), the Engineer shall have the option to do one or any combination of the following:
      - a) Suspend the Work without further notice to the Contractor or the Contractor's Surety until the Contractor complies with the Owner's order
      - b) Immediately provide an off-duty uniformed police officer at no additional cost to the Owner, or
      - c) Provide, erect, maintain and remove barricades, signs and lights at no additional cost to the Owner, by Owner's forces or by others, and
      - d) Deduct all costs related to items 1), 2), or 3) from any progress payments due or coming due the Contractor.
  - b. The above options shall not bar the Owner from exercising other remedies because of the Contractor's failure or refusal to comply with a contractual obligation.
4. Traffic Control Plans:
- a. Content and Submittal Requirements
    - 1) Based on the Contractor's intended method of performing the Work, the Contractor shall develop, adopt, and submit to the Owner a specific traffic control plan or plans for protecting and controlling pedestrian and vehicle traffic during construction operations. A separate Traffic Control Plan is required for each work location within the Street Right of Way. Typical plans may be submitted for areas with identical traffic requirements. Typical plans shall be clearly labeled to indicate all locations the plan is to represent. Traffic control plans shall take into consideration any Street and lane closure or other restrictions that may be specified in the Contract.
    - 2) Submittal shall be made at least 15 Working Days before planned implementation. The Contractor shall not begin Work in the Street Right of Way until an approved Traffic Control Plan for the specific location has been returned by the Owner. Submittal shall be in

- 
- accordance with Section 01 33 00, except no more than two reproductions will be required for any Plan size.
- 3) Traffic Control Plans shall indicate:
    - a) Vehicular and pedestrian traffic routing
    - b) Proposed location of flaggers, barricades, lighting, signing, and other traffic control devices in relation to existing Roadway edges and lane markings
    - c) Proposed number of working hours
    - d) Arrangements for access to buildings within and immediately adjacent to construction site
    - e) Arrangements for emergency exiting from buildings within and immediately adjacent to the Project Site
    - f) Anticipated driveway blockage resulting from construction operations
    - g) Restrictions to on Street parking within immediate vicinity of site, including arrangements for hooding parking meters as necessary
    - h) Arrangements for temporary passenger and commercial loading and unloading zones, and temporary bus stop zones
    - i) Routing of construction trucks
    - j) Coordination in sequencing traffic control with scheduling of Work and work locations.
  - 4) The Contractor shall plan and schedule Contractor work activities to conform to and allow time for notifications, reviews, approvals, acceptances, and other conditions of the Contract.
5. Conformance to Established Standards:
- a. The condition of signs and traffic control devices shall be new or “acceptable” as defined in the book Quality Standards for Work Zone Traffic Control Devices, and will be accepted based on a visual inspection by the Owner. The Owner’s decision on the condition of a sign or traffic control device shall be final. When a sign or traffic control device becomes classified as “unacceptable” it shall be removed from the Project and replaced with 12 hours.
  - b. Requests to use nonstandard traffic control devices shall be submitted with the traffic control plans or by submitting a modification to the traffic control plan.
6. Traffic Control Restrictions:
- a. Project-Specific Street and Lane Closure Restrictions, if applicable, are specified in subparagraph 1.04.B.5.c.1 of this section.
  - b. In addition to the project-specific street and lane closure restrictions specified in subparagraph 1.04.B.5.c.1, the Project Manual traffic control plans shall be developed to comply with the following restrictions:
    - 1) Arterial Paving:
      - a) (1) Arterial approaches to the Streets being paved shall remain open to vehicular traffic for their full Roadway widths except when paving across Arterial crossings. During such periods, the cross Streets may be closed for a minimum amount of time as approved by the Owner. Prior to the closure of any Arterial cross Street the Contractor shall submit to the Owner a traffic control plan for the location detailing the traffic controls to be used to

reroute traffic. Traffic shall not be rerouted without approval of the traffic control plan by the Owner.

- b) The Contractor shall have no claim because of the traffic control plan being rejected or modified by the Owner.
- 2) Time of Work:
  - a) Except as itemized in subparagraph 1.04.B.5.c.1 of this section, no work shall be scheduled in the traveled way on arterial streets during "peak traffic hours" without written authorization from the Owner. Unless otherwise specified "Peak Traffic Hours" are from 7:00 AM to 9:00 AM and from 4:00 PM to 6:00 PM.
- 3) Parking:
  - a) Where parking restricts traffic flow or is a hazard to through traffic or to the construction work, parking may be restricted either entirely or during the time when it creates a hazard. Parking restrictions may be requested by the Contractor and upon approval of the Owner be established within construction and maintenance areas.
  - b) The employees of the Contractor shall not park their private vehicles on the Street, at the Job Site, or in commercial areas where general parking has been prohibited for construction or safety purposes.

C. Flagging, Signs, and Other Traffic Control Devices

1. Flagging:

a. General

- 1) Flaggers shall have a current certification (flagging card) from the State Department of Labor and Industries (WAC 296 155 305), except where the flagging job requires a uniformed off duty peace officer. The Contractor shall furnish all personnel for flagging and for the setup and removal of all temporary traffic control devices and construction signs necessary to control traffic during construction operations. Prior to performing any traffic control work on the Project, these personnel should be trained with the video, "Safety in the Work Zone" produced jointly by WSDOT and Laborers' International Union of North America. The video is available from WSDOT's Engineering Publications Office, Transportation Building.
- 2) Pursuant to WAC 296 155 305, flaggers and spotters shall possess a current flagging card issued by the State of Washington Department of Labor and Industries. Current flagging cards from Oregon and Idaho are also acceptable. The flagging card shall be immediately available and shown to the Owner upon request.
- 3) Workers engaged in flagging or traffic control shall wear reflective vests and hard hats. During hours of darkness, white coveralls or white or yellow rain gear shall also be worn. During hours of darkness flagger stations shall be illuminated to ensure that flaggers can easily be seen without causing glare to the traveling public. The Contractor shall furnish the MUTCD standard Stop/Slow paddles (18 inches wide, letters 6 inches high and reflectorized) for the flagging operations.

b. High Visibility Apparel and Equipment:

- 1) The Contractor shall furnish for the use of flaggers, reflective vests and hard hats for the flagging and control of traffic. This equipment shall

- be used by the flaggers while actually flagging traffic. The Contractor shall also provide any such equipment used that is necessary or desirable to protect personnel engaged in other activities.
- 2) The Contractor shall require all personnel at the work site under their control (including Subcontractors and lower tier Subcontractors) to comply with the following:
    - a) To wear reflective vests, except that during daylight hours, orange clothing equivalent to "Ten Mile Cloth" or hunter orange may be worn in lieu of reflective vests
    - b) To wear white coveralls at night
    - c) Whenever rain gear is worn during hours of darkness, it shall be white or yellow.
    - d) The reflective vests shall always be the outermost garment.
  - 3) Reflective vests shall have a minimum of 100 square inches of reflective surface distributed 30 percent on the front and 70 percent on the back. The retro reflection value at an entrance angle of 4 degrees and an observation angle of 0.2 degrees shall be a minimum 500 candle power for the reflective surface of the vest. Reflective vests, hard hats, white coveralls, rain gear, and other apparel shall be furnished and maintained in a neat, clean, and presentable condition at no additional cost to the Owner.
2. Traffic Control Vehicles:
- a. The traffic control vehicle shall be equipped with a roof or post mount flashing amber light visible for 360 degrees. Truck and construction Equipment that encroaches onto the traveled Roadway for any reason shall also be equipped with flashing yellow warning lights. Unless one or more flagmen are present to control traffic, supplementary traffic control devices shall be placed to warn, slow down, and if necessary divert traffic around such Equipment.
3. Construction Signs:
- a. General
    - 1) The Contractor shall furnish, install and maintain all traffic control signs required by the Contract or a Contractor's approved traffic control plan. These include:
      - a) Temporary traffic control signs.
      - b) Any permanent signs located in the construction area that are temporarily relocated, damaged or destroyed by the Contractor or a third party prior to the Physical Completion Date
    - 2) When all or some of the necessary signs or traffic control devices are to be furnished by the Owner, it will be so specified in the Contract.
    - 3) The Contractor shall:
      - a) Provide the posts or supports
      - b) Erect and maintain the signs in a clean, neat, and presentable condition until the Owner approves their removal
      - c) Take these signs, posts, or supports down when the need for these signs has ceased. All posts and supports shall be removed from the Project and shall remain the property of the Contractor
      - d) Remove all non-applicable signs, or completely cover with metal or plywood, during periods when they are not needed.

- 
- 4) All control signs necessary for nighttime traffic control shall be fully reflectorized.
  - 5) Existing traffic control and Street name signs that interfere with construction shall be relocated or removed by the Contractor and temporarily stored in a safe place. All "STOP", "YIELD", and "ONE WAY" signs shall be removed or relocated only upon approval of the Owner. Existing signs shall not be removed until the Contractor has provided temporary measures sufficient to safeguard and direct traffic after the existing signs have been removed. Preservation and maintenance of traffic control and street name signs shall be the sole responsibility of the Contractor.
  - 6) As Work progresses and as conditions permit, temporarily relocated or removed traffic and Street name signs shall be reset in their permanent location by the Contractor (see 700 series applicable Standard Plans regarding sign and post installation). Signs and other traffic control devices damaged or lost by the Contractor shall be replaced or repaired by the Contractor at no additional cost to the Owner. The option whether a sign can be repaired or shall be replaced shall be the Owner's, and such decision shall be final and binding on the Contractor.
  - 7) Traffic control signs, other than parking prohibition signs, which are required to be installed ahead of construction activities, shall be installed immediately before the construction activity begins. The Contractor may elect, as a matter of convenience in advance of the scheduled construction activity, to install and effectively cover the signs until the construction activity begins.
  - 8) Construction signs shall be divided into two classes – Class A and Class B. In case of disputes, the Owner will determine if a construction sign is considered as a Class A or B construction sign.
  - 9) When Class A or B construction signs are required, the work to provide these signs shall be:
    - a) Furnishing, removing, and disposing of the posts or supports for the signs.
    - b) Initial acquisition from the Owner and ultimate return to the Owner of the required Owner furnished signs
    - c) Initial installation and subsequent removal of both Class A and B construction signs
    - d) All other incidentals necessary for providing Class A or B construction signs according to the approved traffic control plan(s)
- b. Class A Signs:
- 1) Class A construction signs shall be installed where shown in the Contract. Class A construction signs are those signs that remain in service throughout the construction or during a major phase of the Work. They are mounted on posts, existing fixed Structures, or substantial supports of a semi-permanent nature. Sign and support installation for Class A signs shall be in accordance with the Contract Drawings or the COE Design and Construction Standards Section 700.
- c. Class B Signs:
- 1) Class B construction signs are those signs that are placed and removed daily, or are used for short durations that may extend for one

or more days. They are mounted on portable or temporary mountings. If it is necessary to add weight to the signs for stability, only a bag of sand that will rupture on impact shall be used. The bag of sand shall:

- a) Be furnished by the Contractor
  - b) Have a maximum weight of 40 pounds
  - c) Be suspended no more than 1 foot from the ground
- 2) No separate Bid item will be provided in the Bid Form for Class B construction signs. Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the Owner deems to be unacceptable, while their use is required on the Project, shall be replaced by the Contractor at no additional cost to the Owner.
  - 3) Signs used during the hours of darkness shall be properly reflectorized except for parking and pedestrian prohibition signs. Paint impregnated with glass beads shall not be used. Where reflectorization is rendered ineffective due to extraneous light sources, the sign shall be illuminated either externally or internally. Where external illumination is used, the source shall be properly shielded to reduce glare. Street or Highway lighting shall not be considered adequate for illuminating signs. All reflectorized or illuminated signs should be checked by the Contractor during the hours of darkness to insure that they are functioning properly.
  - 4) Signs shall be constructed from material that will not deteriorate abnormally under normal weather conditions. Sign blanks shall be weatherproof plywood or non-corrosive metal. Roll up signs fabricated from vinyl coated nylon or vinyl coated nylon mesh may also be used. Only reflectorized signs shall be used at night.
4. Temporary Traffic Control Devices:
    - a. General:
      - 1) Traffic control devices shall be installed so that they are readily visible to approaching traffic. Traffic control devices shall be placed such that they allow the driver to see from one device to the next and are in the same position on successive days unless changes in construction work dictate otherwise.
      - 2) When the Bid Form includes the Bid item "Maintenance and Protection of Traffic Control", then this work shall include furnishing, installing, maintaining, relocating, and removing barricades, flashers, cones, traffic safety drums, and other temporary traffic control devices and work as specified in this subparagraph 1.04.C.4.
    - b. Paint Lines and Legends:
      - 1) When paint lines are obliterated due to construction activities or pavement restoration, temporary pressure sensitive pavement marking tape, traffic buttons, or delineators shall be installed per the approved traffic control plan. These temporary features shall be removed only upon installation of permanent traffic channelization.
      - 2) Temporary centerline striping shall consist of placing strips of pressure sensitive pavement marking tape at 10 15 foot intervals along the centerline. Temporary marking tape shall be placed in sets of two 12 inch strips of yellow 4 inch wide marking tape set 4 inches apart and parallel to the center line with each set of 1 foot double line spaced 10 to 15 feet along the center line of the Roadway.

- 
- 3) Temporary stop bars shall consist of a 12 inch wide stop bar made up of three parallel 4 inch strips of temporary pavement marking tape.
  - 4) Pressure sensitive pavement marking tape used on the wearing course prior to installation of permanent lane markers, traffic buttons, or permanent paint striping shall be removed from the pavement current with, or immediately subsequent to, the installation of permanent pavement markings.
  - 5) Temporary pavement markings shall be maintained in serviceable condition by the Contractor for the duration of time it is in use. Layout and marking in preparation for application and the application and removal of the temporary striping shall be the Contractor's responsibility.
- c. Barricades and Channelization Devices:
- 1) The Contractor shall place and maintain necessary barricades, vertical barricades, drums, cones or other channeling devices as are needed to warn and alert drivers and pedestrians on or near the Traveled Way or construction area, and to guide and direct them safely past the construction area.
- d. Lighting Devices:
- 1) Roadway and pedestrian illumination systems shall be maintained in operation for all Traveled Ways open to traffic.
  - 2) Barricades or drums used at night shall be equipped with approved yellow warning lights. The Contractor shall keep existing traffic signal systems and pedestrian and Street lighting systems in operation for the benefit and safety of the traveling public during progress of the Work. The Owner will continue the routine maintenance of traffic signal, pedestrian and Street lighting systems. The Contractor shall be responsible for replacing missing or damaged signs and posts.
- e. Speed and Parking Control:
- 1) In those areas where construction operations have changed Road conditions, such additional hazards as reduced lane width, open trenches, temporary Roadway, etc., may be considered as evidence of need for an alteration of the legal (or posted) speed limit. Requests for alteration of the legal speed limits on City Streets must be submitted to the Traffic Engineer. Costs related to speed limit revisions and parking control shall be borne by the Contractor and at no additional cost to the Owner.
5. Construction and Maintenance of Detours:
- a. Unless otherwise approved, the Contractor shall maintain two way traffic during construction. The Contractor shall build, maintain in a safe condition, keep open to traffic, and remove when no longer needed:
    - 1) Detours and detour bridges that will accommodate traffic diverted from the Roadway or bridge during construction
    - 2) Detour crossings of intersecting Streets
    - 3) Temporary approaches
  - b. All on site or off site detours required or necessitated by the Work, including side Street crossings, temporary bridges over freshly placed concrete, utilization of one or more lanes of the construction area for maintenance of through traffic, and related traffic control shall be the responsibility of the Contractor.



- 
- c. Any detour proposed by the Contractor shall not be built until the Owner approves. Surfacing and paving shall be consistent with traffic requirements.
  - D. Measurement
    - 1. Measurement for "Maintenance and Protection of Traffic Control" shall be part of the Lump Sum Base Bid price.
  - E. Payment
    - 1. Compensation for the costs necessary to complete the work described in this Section will be made as part of the Lump Sum Base Bid price to include the following:
      - a. Maintenance and Protection of Traffic Control
      - b. Traffic Control Labor,
      - c. Construction Signs Class A,
      - d. Construction Signs Class B.

**PART 2 - PRODUCTS (Not Used)****PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 55 00**

**SECTION 01 57 00 - TEMPORARY CONTROLS****PART 1 - GENERAL****1.1 SECTION INCLUDES**

- A. This section covers the requirements for compliance with environmental precautions and controls and includes the following:
  - 1. Monitoring and protection of water quality
  - 2. Monitoring and protection of air quality, including dust control
  - 3. Monitoring and protection from noise pollution
  - 4. Temporary Erosion and Sedimentation Control (TESC)
  - 5. 'Oil, Fuel, and Chemical Storage, Handling, Spill Prevention, and Control measures.

**1.2 REFERENCES**

- A. City of Everett Storm Water Manual

**1.3 RELATED SECTION**

- A. All sections included in these specifications.

**1.4 SUBMITTALS**

- A. Within 10 days of Notice to Proceed, the Contractor shall submit a Pollution Control Plan. The Plan shall include but is not limited to:
  - 1. Monitoring and protection of water quality
  - 2. Monitoring and protection of air quality, including dust control
  - 3. Monitoring and protection from noise pollution
  - 4. Temporary Erosion and Sedimentation Control Plan (TESC)
  - 5. Oil, Fuel, and Chemical Storage, Handling, Spill Prevention and Control Measures
  - 6. Submit Name of Individual and CESCL (Certified Erosion and Sediment Control Lead) certificate # responsible for water quality and site erosion.

**1.5 NOTIFICATIONS RELATIVE TO CONTRACTOR'S ACTIVITIES**

- A. The Contractor shall plan and schedule work activities to conform to and allow time for notifications, approvals, reviews, and other conditions of the Contract Documents. Contractor to notify Owner of any spills or discharges on- or off-site related to the Work.

**1.6 ARCHAEOLOGICAL AND HISTORIC PRESERVATION**

- A. Should the Contractor discover during any construction activity or in any other way discover any artifacts, skeletal remains, or other archaeological resources (as defined under RCW 27.53.040) at the Project Site, it shall be the responsibility of the Contractor to both immediately cease construction activity at the discovery site and surrounding area, and promptly notify the Owner. Suspension of construction activity shall be in effect until the Owner has obtained permission to proceed from the State Historic Preservation Officer or from other authority.

#### 1.7 PREVENTION OF ENVIRONMENTAL POLLUTION AND PRESERVATION OF PUBLIC NATURAL RESOURCES

- A. During the life of the Contract, the Contractor shall comply with all provisions of federal, State and local statutes including the City of Everett Storm Water Manual, Design and Construction Standards, ordinances and regulations pertaining to the prevention of environmental pollution and the preservation of public natural resources. Pursuant to RCW 39.04.120 such provisions as are reasonably obtainable are set forth below. Further, if the Contractor must undertake extra work not contemplated by the Contract, due to the enactment of new, or the amendment of existing, statutes, ordinances, rules, or regulations occurring after the submission of the successful Bid, the Owner will issue a Change Order setting forth the extra work that must be undertaken, which shall not invalidate the Contract.

#### 1.8 WATER QUALITY

- A. The Contractor shall comply with city ordinances, State, and federal laws and other regulations or rules applicable to water pollution occurring in waters of the State and in interstate waters. The Contractor shall:
  - 1. Exercise precautions throughout the life of the Contract to prevent pollution, erosion, siltation, and damage to property.
  - 2. Provide for the protection of all water courses, including but not limited to streams, ditches, sewers, and storm drains intercepted during the progress of the Work.
  - 3. Completely restore disturbed watercourses in as good condition as the Contractor found them, or make such final provisions for them as the Owner may direct.
  - 4. Not obstruct the gutter of any Street.
  - 5. Use all proper measures to provide for the free passage of surface water.
  - 6. Remove and dispose of all surplus water, mud, silt, slicking, or other run off pumped from excavations or resulting from sluicing or pavement cleaning or other operations.
- B. The Contractor shall comply with the regulations for water quality required by:
  - 1. The Department of Ecology
  - 2. Puget Sound Clean Air Agency
  - 3. The Washington State Department of Fish and Wildlife.
  - 4. Those federal statutes on oil spills enacted under the federal Water Pollution Control Act Amendments of 1972 (a copy of which may be obtained from the U.S. Environmental Protection Agency).
  - 5. The water quality standards of the State of Washington as set forth in Chapter 173 201A WAC.

- 
6. Any local statutes, regulations, ordinances, or rules, which stipulate the various types of discharge prohibited in public sewer systems or any drainage ditch in the local jurisdiction.
- C. State statutes on water pollution covering liability of the Contractor, penalty for violation, liability and damages for injury or death of fish, animals or vegetation are set forth in Chapter 90.48 RCW. As an aid to the Contractor, some though not all, of the rules set forth by the various State departments are summarized below. The Contractor is cautioned, however, that each Department of the State may add other restrictions, as they deem necessary, to protect fish and to prevent air or water pollution:
1. State Department of Fish and Wildlife:
    - a. Not degrade water quality in a way that would harm fish. (The Washington State Water Quality Regulations will serve as water quality criteria for the Work.)
    - b. Release into a flowing stream or open water any fish stranded by the Work.
    - c. Replant any stream bank or shoreline areas if the Work has disturbed the vegetative cover. (Any trees, brush, and grasses used in replanting shall resemble the type and concentration of surrounding vegetation, unless the Contract provides otherwise.)
    - d. Provide an open water channel at the lowest level of any isolated pothole remaining when the Work is complete.
    - e. Protect fish by preventing harmful siltation on the bed or bottom of any body of water.
    - f. Not block stream flow or fish passage.
    - g. Keep all Equipment out of any flowing stream or other body of water (except as the Contract may permit).
    - h. Not remove gravel or other bottom material from within the high water flow channel bed of any stream nor from the bottom of any other body of water (except as the Contract may permit).
    - i. Dispose of any Project debris beyond high-water flows.
  2. State Department of Ecology:
    - a. Obtain a waste discharge permit from the Department of Ecology before:
    - b. Washing any aggregate and discharging water into a ground or surface waterway from pit sites or excavations when the water contains turbidity, silt, or foreign materials.
    - c. Provide the Owner with a copy of each waste discharge permit before starting the Work.
    - d. Control drainage and erosion to minimize the pollution of any waterway.
    - e. Dispose of all toxic materials (including creosote, oil, cement, concrete, and water used to wash Equipment) in ways that will prevent them from entering State waters.
    - f. Dispose of all debris, overburden, and other waste materials in ways that will prevent them from entering State waters.
- D. The Contractor shall perform such temporary work as may be necessary to effectively control water pollution, erosion, and related damage within the Project Site or which might be necessary at work areas located outside the Project Site. These outside areas may include, but are not limited to, equipment, material and other storage sites. When temporary control facilities or measures are no longer needed, they shall be removed and the areas restored or finished as designated by the Engineer.

- 
- E. If Work is suspended for an extended period of time, the Contractor shall be responsible for controlling erosion, pollution, sedimentation, and runoff during the shutdown period.
- F. In addition to other requirements in the Contract, this temporary work shall include, but is not limited to, the following water quality considerations:
1. **DIVERSION OF STORM WATER:** Storm water shall be diverted around the Project to prevent erosion. This may be accomplished by pumping; improvising ditches; lining channels or by placing metal, plastic or concrete gravity pipe; constructing ditches, berms, Culverts, etc., to control surface water; or constructing dams, settling basins, or energy dissipaters to control down stream flows.
  2. **INTERCEPTING GROUND WATER:** Ground water encountered during construction shall be intercepted and routed around the construction site to prevent erosion by the use of gravel trenches, French drain tiles, well points, or interceptor ditch. The Contractor shall provide means of controlling underground water that may be encountered during the Work. See WAC 173-200.
  3. **TURBID WATER TREATMENT BEFORE DISCHARGE:** Determination of turbidity in surface waters shall be at the discretion of the Owner; for Lake Class Receiving Waters, turbidity shall not exceed 5 NTU (Nephelometric Turbidity Units) over background conditions; for Class AA and Class A Waters, turbidity shall not exceed 5 NTU over background turbidity when the background turbidity is 50 NTU or less, or have more than a 10 percent increase in turbidity when the background turbidity is more than 50 NTU. See WAC 173-201A
    - a. The term turbidity means the optical property of sample demonstrating the scattering and absorption of light caused by suspended material as expressed in Nephelometric Turbidity Units and measured with a calibrated turbidimeter.
    - b. Discharges to a State waterway caused by aggregate washing, drainage from aggregate pit sites, and stockpiles or dewatering of pits and excavations shall not increase the existing turbidity of the receiving waters.
    - c. Turbid water from the Project Site shall be treated as required by WAC 173-201A before being discharged into stream or other State waters. Turbidity may be removed by the use of lagoons or holding ponds, settling basins, overflow weir, polymer water treatment, discharging to ground surface, by percolation, evaporation or by passing through gravel, sand or fiber filters.
  4. **TEMPORARY EROSION CONTROL:** Temporary erosion control shall be exercised by minimizing exposed areas and slopes until permanent measures are effective. Plastic sheet covering shall be placed over exposed ground areas to protect from rain erosion. Other alternative methods for erosion control under certain situations may include netting, mulching with binder, and seeding. Should rutting and erosion occur the Contractor shall be responsible for restoring damaged areas and for cleanup of eroded material including that in ditches, catch basins, manholes, and Culverts and other pipes.
  5. **CHLORINE RESIDUAL:** Water containing chlorine residual shall not be discharged directly into Storm Drains, streams, or State waters. Chlorine water may be discharged into sanitary sewers or disposed on land for percolation. Chlorine residual may be reduced chemically with a reducing agent such as sodium thiosulphate or vitamin C. Water shall be periodically tested for chlorine residual.
  6. **VEHICLE AND EQUIPMENT WASHING:** Water used for washing vehicles and Equipment shall not be allowed to enter Storm Drains, streams or other State waters unless separation of petroleum products, fresh concrete products or other

deleterious material is accomplished prior to discharge. Detergent solution may be discharged into sanitary sewers or held on the ground for percolation. A recirculation system for detergent washing is recommended. Steam cleaning units shall provide a device for oil separation.

7. OIL AND CHEMICAL STORAGE AND HANDLING: Handling and storage of oil and chemicals shall not take place adjacent to waterways. The storage shall be made in dike tanks and barrels with drip pans provided under the dispensing area. Shut off and lock valves shall be provided on tanks. Shut off nozzles shall be provided on hoses. Oil and chemicals shall be dispensed only during daylight hours unless the dispensing area is properly lighted. Fencing shall be provided around oil storage. Locks shall be provided on valves, pumps, and tanks.
8. SEWAGE: If a sanitary Sewer line is encountered and repair or relocation work is required, the Contractor shall provide blocking and sealing of the sanitary Sewer line. Sanitary Sewer flow shall be pumped out, collected, and conveyed or pumped directly to a sanitary Sewer system manhole for discharge. The existing Sewers shall be maintained by the Contractor without interruption of service by the use of temporary Sewer bypasses. In addition, the excavated materials adjacent to and around a rupture of a sanitary or combined Sewer pipeline shall be removed to a disposal site. Equipment and tools in contact with the above materials shall be washed by pressure water lines and the attendant wash water discharged into a sanitary Sewer line for transmission to a sewage treatment plant.
9. SAW CUTTING, PLANNING, AND GRINDING BYPRODUCTS: The Contractor shall take special precautions to ensure that no concrete, asphalt, concrete by products, or asphalt byproducts from, or used in, the saw cutting, grinding, or planning of asphalt cement or cement concrete pavements, sidewalks, curbs, etc. are discharged into any Storm Drain or surface water system. Such discharge is prohibited by the Department of Ecology. In as much as saw cutting by products increase the pH of the wastewater, filtering prior to discharge will NOT be acceptable. Impervious surfaces contaminated with sediment and grit from saw cutting, planning or pulverizing operations shall be cleaned by sweepers to prevent contaminants from entering the Storm Drainage system or surface waters when it rains.
10. GUTTERS AND OTHER SURFACE DRAINAGE CHANNELS: All construction, demolition, and land clearing waste and byproduct entering gutters and other pavement surface drainage channels shall be prevented from entering any inlet, catch basin, or other drainage structure or feature. Material shall be removed from drainage channels on a regular basis. If necessary, temporary filters or filter materials shall be placed in drainage channels to prevent the passage of material.

## 1.9 AIR QUALITY

- A. The Contractor shall identify those portions of the Work that have the greatest potential to impact air quality.
  1. Specific means and methods to prevent and/or control impacts to air shall be described for each such portion of work.
- B. The Contractor shall not cause or allow the discharge of particulate matter, the emission of any air contaminants or odor bearing gases in excess of the limits specified under Regulation I of the Puget Sound Clean Air Agency, Article 9 Emission Standards.

- C. The Contractor shall maintain air quality within the National Emission Standards for Hazardous Air Pollutants. Air pollutants are defined as that part of the atmosphere to which no ambient air quality standard is applicable, and which, in the judgment of the Administrator of the Environmental Protection Agency Clean Air Act, may cause or contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness.
- D. The Contractor shall minimize the potential for air pollution by the use of emission control devices on Contractor operated equipment and by the shut-down of motorized equipment when not in use.
- E. The Contractor shall control dust throughout the project.
- F. No burning, including trash or vegetation, will be permitted.
- G. Refer to Regulation III Puget Sound Clean Air Agency Article 4, Asbestos Control Standard, in the event the Contractor damages an existing duct, asbestos cement pipe, or any other facility that may contain asbestos. Repairs, Removal and containment shall be completed per WAC 296-62-07701 through 296-62-07753 as covered by chapter 49.17 RCW, Washington Industrial Safety and Health Act, RCW chapter 49.26.

#### 1.10 DUST CONTROL

- A. Use water sprinkling, temporary enclosures, and other methods to limit dust and dirt migration. Do not apply water in quantities that would result in the creation of mud. Comply with all local regulations.
- B. The Contractor shall not discharge smoke, dust, and other contaminants into the atmosphere that violate the regulations of any legally constituted authority. The Contractor shall abide by all applicable regulations enforced by the Puget Sound Clean Air Agency.
- C. The Contractor shall minimize dust nuisance by cleaning, sweeping, vacuum sweeping, sprinkling with water or other means. The use of water, in amounts which result in mud on public streets, is not acceptable as a substitute for sweeping or other methods. Equipment for this operation shall be on the job site or available at all times as appropriate.
- D. In the case of concrete work, the Contractor shall provide worker training and protection, as required, to meet applicable silica regulations and regulatory guidance regarding silica exposure.

#### 1.11 NOISE CONTROL

- A. The Contractor shall take all reasonable measures for the suppression of noise resulting from Work operations. Mobile engine driven cranes, loaders and similar material handling Equipment; engines used in stationary service for standby power; air compressors for high and low pressure service; and other similar Equipment shall be equipped with exhaust and air intake silencers designed for the maximum degree of

silencing. The type of silencer required is that for use in critical noise problem locations such as high density residential, hotel, and hospital areas.

- B. The Contractor shall conduct performance of the Work consistent with the applicable noise control levels set forth in the City of Everett Ordinance# 1556-89.

#### 1.12 TEMPORARY WATER POLLUTION, EROSION AND SEDIMENTATION CONTROL (TESC)

- A. TESC measures will be installed prior to any site work.
- B. TESC control work shall comply with the City of Everett Construction Stormwater Manual (current edition) and the Regional Road Maintenance Program part 2-Best Management Practices which consist of temporary measures that may be indicated in the Contract, that may be proposed by the Contractor and approved by the Owner, or may be ordered by the Owner during performance of the Work. This temporary work is intended to provide prevention, control, and abatement of water pollution/erosion/sedimentation within the limits of the Project, and to minimize damage to the Work, adjacent property, streams, and other bodies of water.
- C. Controlling and preventing pollution, erosion, run off, sedimentation, and related damage may require the Contractor to perform temporary work items including but not limited to:
  - 1. Providing ditches, berms, culverts, and other measures to control surface water;
  - 2. Building dams, settling basins, energy dissipaters, and other measures, to control downstream flows and rates of flow;
  - 3. Controlling underground water found during construction; or
  - 4. Stabilize soils by covering or otherwise protecting slopes until permanent erosion control measures are working.
- D. The Contractor is hereby notified that compliance with these requirements may necessitate performance of certain items of work at a different time or in a different manner than has been considered normal construction practices in the past and that such revisions in scheduling of Work may interfere with said normal construction practices.
- E. The Contractor shall coordinate temporary water pollution/erosion/sedimentation control work with the permanent drainage, sedimentation, and erosion control work that may be specified in the Contract to ensure continuous water pollution/erosion/sedimentation control is maintained during performance of the Work.
- F. The extent of excavation, borrow, and embankment operations in progress will be limited commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other permanent pollution/erosion/sedimentation control measures current according to the accepted critical path schedule. If the Owner determines that water pollution or erosion or sedimentation could occur due to seasonal limitations, the nature of the material, or the Contractor's progress, temporary water pollution/erosion/sedimentation control measures shall be taken immediately. The Owner may require the Contractor's operations to be scheduled so those permanent pollution/erosion/sedimentation control features will be installed concurrently with or immediately following grading operations.



- G. Temporary erosion control, temporary sedimentation control, and temporary water pollution control shall be the Contractor's responsibility. Costs for temporary erosion control, for temporary sedimentation control, and for temporary water pollution control work will be considered incidental to the Work and such costs shall be included in the Bid item prices for the various Bid items of Work listed in the Bid Form, unless a specific Bid item for temporary erosion/pollution/sedimentation control work is included in the Bid Form.

#### 1.13 DEWATERING

- A. The Contractor shall operate and maintain all pumps, tanks and other equipment necessary for the environmentally safe removal and disposal of water from the various parts of the work. The method proposed by the Contractor for removal of water from excavations shall be subject to the approval of the Owner. The Owner has the right and authority to disapprove any method proposed for discharge of water from excavations.
- B. When discharge of water from the site is subject to approval of any Federal, State or local agency, the Contractor shall be responsible for obtaining such approval before commencing any pumping or de-watering operation.

#### 1.14 LIABILITY AND PAYMENT

- A. The Contractor shall be liable for the payment of all fines and penalties resulting from failure to comply with the Federal, State and local pollution control regulations even though the Owner is on the job at the time of the violation.
- B. Except as may be otherwise provided for in the Contract, costs pertaining to the prevention of environmental pollution and the preservation of public natural resources as outlined in the Contract shall be considered as incidental to the Work and such costs shall be included in the Lump Sum Bid item price for the Work comprise in the Contract.

### **PART 2 - PRODUCTS (Not Used)**

### **PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 57 00**

**SECTION 01 72 29 - CUTTING AND PATCHING****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes: Procedural execution requirements and limitations for incidental cutting and patching of in-place work.
- B. Related Sections: following Sections contain requirements that relate to this Section:
  - 1. Section 01 31 13 - Project Coordination for procedures for coordinating cutting and patching with other construction activities.
  - 2. Section 01 35 44 - Hazardous Materials Procedures
  - 3. Division 21 - 27 - Fire Suppression, Plumbing, Mechanical, Electrical, and Telecommunications for other requirements and limitations applicable to cutting and patching

**1.2 DEFINITIONS**

- A. Cutting: Cutting into in-place work for installation or extension of other work.
- B. Patching: Subsequent fitting and repair, as necessary to restore construction and finished surfaces to specified condition.
- C. Cutting and Patching: Does not include following:
  - 1. Off-site work during manufacturing and fabrication of products.
  - 2. Initial work involving installation and erection processes.
  - 3. Drilling of holes to install fasteners.

**1.3 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Conform to Section 01 31 00 for coordination with work of other Sections.
  - 2. Coordinate procedures and potential conflicts between work of different sections and conditions requiring cutting and patching.
- B. Preinstallation Meetings:
  - 1. Arrange meetings at Project Site with parties involved in cutting and patching, including mechanical and electrical trades.
  - 2. Review areas of potential interference and resolve conflicts before proceeding.

**1.4 SUBMITTALS**

- 
- A. Work Procedures: Submit written description, for review and acceptance by Owner's environmental consultant, and revised accordingly. Include demonstration of following:
1. Techniques for minimizing dust generation at sources; confining dust and other contamination; cleaning procedures following demolition; conformance to applicable housekeeping regulations; and surface preparation.
  2. Methods to protect workers and adjacent area occupants from lead dust, testing procedures,
  3. Conformance to State of Washington requirements contained in WAC 296-155 - Lead Exposure in Construction.
- B. Notification of Cutting and Patching not Indicated by Contract Documents: Notify Architect at weekly Project Meetings or submit in writing prior to Project Meetings. Obtain architect's acceptance prior to beginning cutting and patching procedures that may affect following:
1. Integrity of structural elements.
  2. Integrity of weather exposed or moisture-resistant elements.
  3. Efficiency, maintenance, or safety of operational elements.
  4. Visual qualities of sight-exposed elements.
  5. Work under separate contract with Owner during Work of this Contract.
  6. Disturbance or relocation of utilities.
- C. Submittal Format: Include with Proposal:
1. Identification of Project.
  2. Location and description of affected Work.
  3. Necessity for cutting or alteration.
  4. Description of proposed Work and products to be used.
  5. Firms or entities that will perform the work.
  6. Alternatives to cutting and patching.
  7. Effect on work of Owner or separate contractor.
  8. Written permission of affected separate contractor.
  9. Date and time work will be executed.
  10. Structural calculations where cutting and patching affects structural reinforcement.

## 1.5 PLANNING/ ENGINEERING

- A. Cutting and Patching Plan: Describe procedures well in advance of time cutting and patching will be performed. Include following information, as applicable:
1. Extent of cutting and patching required. Describe how it will be performed and why it is needed.
  2. Effect on existing construction to remain, including structural integrity, visual appearance, functional characteristics, operating capacity, and affected adjoining construction elements and systems. Include anticipated results.
  3. List of products to be used and qualifications of those performing this work.
  4. Dates when cutting and patching will be performed.

5. Utility services that will be disturbed, removed, out-of-service, or otherwise disrupted by this work. Include time period for disruption.
  6. Structural calculations prepared, stamped, and signed by licensed professional engineer for cutting and patching effecting existing structural elements. Include for additional reinforcement, shoring, and integration of new structural elements into existing in-place construction not shown on Contract Drawings. Review is required by Professional Engineer of Record.
- B. Owner reserves right to reject unsatisfactory cutting and patching and to require removal and replacement with new work despite acceptance of Cutting and Patching Plan.

## 1.6 QUALITY ASSURANCE

### A. Qualifications:

1. Where possible, retain original installers and fabricators, for cutting and patching of construction of acceptable workmanship.
2. Where original installers and fabricators are unavailable, employ another recognized, experienced, and specialized firm, skilled and experienced in workmanship required to perform cutting and patching procedures.
  - a. Conform to qualifications for Sections specifying materials and systems being cut and patched.
  - b. Submit satisfactory evidence documenting experience and qualifications for projects of equivalent quality and scope upon request by Architect.
3. Where original work required specialists or a specific trade, execute cutting and patching utilizing same specialist or trade, except where conditions are such that another specialist or trade is better suited due to perform the work.

### B. Visual Requirements:

1. Perform cutting and patching in manner as accepted by Architect to maintain aesthetic qualities.
2. Cut and patch in manner so as to leave no visual evidence.

### C. Structural Elements: Where cutting is required for installation of subsequent work, verify in writing from Architect and obtain direction prior to proceeding.

1. Cut and patch in ways that will not affect load-carrying capacities and load-deflection ratios.
2. Plan and engineer cutting and patching, including for following.
  - a. Foundation construction.
  - b. Bearing and retaining walls.
  - c. Structural concrete.
  - d. Structural steel.
  - e. Miscellaneous structural metal fabrications.
  - f. Steel decking.

- g. Lintels.
- h. Timber and wood primary framing.
- i. Stair systems.
- j. Exterior curtain-wall construction.
- k. Equipment support elements, including for piping, ductwork, and equipment.

D. Construction Elements, Assemblies, and Operational Systems:

1. Cut and patch in manner so as to not reduce capacity and functional integrity affecting ability to perform as intended, increase maintenance, decrease function and longevity, and adversely affect health and safety.
2. Plan and engineer cutting and patching, including for following.
  - a. Building enclosure and finish systems.
  - b. Air, water, moisture, and vapor barriers.
  - c. Roofing and waterproofing membranes and flashings.
  - d. Fire and smoke barriers.
  - e. Operating elements and equipment.
  - f. Conveying systems.
  - g. Acoustical noise and vibration control elements and systems.
  - h. Fire protection and alarm systems.
  - i. HVAC systems.
  - j. Electrical power and lighting systems.
  - k. Communication systems.

1.7 WARRANTIES

- A. Existing Warranties: Conduct cutting and patching to replace, patch, and repair materials and surfaces in conformance to manufacturer instructions and provisions as required to maintain or extend existing warranties.

**PART 2 - PRODUCTS**

2.1 REGULATORY REQUIREMENTS

- A. Conform to provisions of Regulatory Requirements specified Section 01 41 00.
- B. Fire Resistive Construction: Conform to IBC Chapter 7 and provisions of Section 07 84 13.

2.2 MATERIALS

- A. Use new products, except where salvaged material is specified.
- B. For exposed surfaces, use materials that visually match existing adjacent surfaces and original installation, identical in color, pattern, and physical characteristics.

- C. Where matching materials are not available, replace entire surfaces, components, and assemblies so that patching is not visible.
- D. Provide materials with installed performance characteristics equivalent to or surpassing that of existing original materials.
- E. Product Substitutions: Submit for approval under provisions of Section 01 25 00.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine existing conditions prior to commencing cutting and patching work.
- B. Analyze conditions and identify elements that may be subject to damage or movement during cutting and patching.
- C. Where unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding and notify Owner and Architect/ Engineer.

### **3.2 PREPARATION**

- A. Provide temporary support and bracing to maintain structural integrity of affected work.
- B. Protect work exposed by cutting and patching from adverse construction and environmental conditions.
- C. Avoid interference with use and free passage to Owner occupied areas.
- D. Identify and take measures to avoid cutting site and building utility systems, including pipe, conduit, and ductwork serving Owner occupied building areas prior to bypassing or replacement by new systems.

### **3.3 GENERAL PROCEDURES**

- A. Provide incidental cutting, fitting, and patching as required to extend and complete the Work and make parts of the Work fit together properly.
- B. Cut and patch installed work to gain access for specified inspections and testing procedures.
- C. Remove improperly sequenced work, defective work, and non-conforming work and replace with new work conforming to requirements of Contract Documents.
- D. Make routine penetrations for installations of piping, ductwork, and conduit through non-structural locations.

- E. Where firestopping is removed, changed, or missing in fire resistive construction, such as walls, partitions, ceiling, or floor construction, patch with fire-resistive rated materials and systems in conformance to Section 07 84 00 - Firestopping.
- F. Conform to requirements specified under Division 32 where cutting requires excavation and backfilling.

### 3.4 CUTTING

- A. Execute cutting by methods to avoid damage to portions of work to remain and to provide surfaces appropriate for patching and finishing.
  - 1. Where possible, review proposed cutting with original installer.
  - 2. Obtain, and follow manufacturer's installation instructions.
- B. Cut existing construction as necessary to install and extend the Work and to make provision for subsequent fitting and patching required to restore exposed surfaces to original condition.
- C. Use hand tools or small power equipment designed for sawing or grinding, not hammering or chopping.
- D. Cut holes, slots, and saw cuts to obtain clean cuts and even lines in sizes and areas as necessary to complete work with no evidence of patching.
- E. Cut concrete, masonry and other such rigid materials using masonry carborundum saw or diamond core drill specifically designed for that purpose. Do not use pneumatic tools, except as accepted by Architect.
- F. Cut and drill, starting from exposed or finished side into concealed side of concrete, wood, and other surfaces subject to popping out or splintering, as required to prevent marring of exposed finished surfaces. . Use conventional drills, not roto-hammers.
- G. Cut concrete slabs-on-grade by first drilling 2 test holes to determine thickness, and saw-cut 1/2 inch shallower than thinnest portion of slab to avoid cutting under slab piping and conduit.
- H. Cap and seal remaining portions of cut-off pipe and conduit within walls and site utility services to prevent intrusion of dirt, moisture, gases, vermin, and other matter into abandoned ends.

### 3.5 PATCHING

- A. Employ original installer where possible for weather exposed and moisture resistant elements, and sight-exposed surfaces.
- B. Perform work in manner to achieve least evidence of patching and as necessary to achieve unblemished, uniform appearance.

- C. Match finish of patched material. Where necessary, refinish to nearest joint, intersection, natural break, or adjoining construction to eliminate evidence of patching.
- D. Patch miscellaneous holes, gouges, scrapes, penetrations and other damaged surfaces on existing construction.
- E. Patch using durable materials and methods, suitable to physical characteristics, tolerances, and expansion coefficients of materials being patched. Where feasible, inspect and test patched areas to verify integrity of installation.
- F. Where cutting and removing of existing material results in uneven finished surfaces, perform work as necessary to establish even, uniform surface of same color and pattern as original work. Where this is impractical, verify with Architect and proceed as directed.
- G. Where patch cannot be made invisible at a continuous surface, prepare and extend final finish over to next natural break in surface, including wall and floor lines, wall corner edges, and wall and ceiling intersections.
  - 1. Restore exposed finishes of patched areas and extend finish restoration into adjoining areas to eliminate evidence of patching and refinishing.
  - 2. Where patching occurs at painted surface, extend paint finish coating over entire unbroken surface. Recoat as necessary to conform to appearance requirements of Section 09 9000.
  - 3. Restore feature strips and other visual elements original condition existing prior to cutting and patching.
- H. Where removal of walls and partitions extends one finished area into another, patch and repair floor and wall surfaces in new space, provide an even transition of uniform surface, color, and appearance. Include removal and replacement of wall and floor finishes and coverings.
  - 1. Patch, repair, and reinstall existing ceilings and associated mechanical and electrical work as necessary to make flat and level surfaces of uniform appearance.
  - 2. Refinish entire housing and finished surfaces for pieces of exposed equipment to make uniform in appearance.
- I. Patch to maintain fire-resistive construction at construction joints, voids, openings, and penetrations in conformance to Section 07 84 00.

### 3.6 SURFACES COATED WITH LEAD-BASED PAINT

- A. Refer to Section 01 35 44 and Drawing HZ1 for information on surfaces known to be coated with lead-based paint.

### 3.7 ADJUSTING



- 
- A. Make repairs or replace cutting and patching work not conforming to specified requirements.
  - B. Repair damage to work resulting from work of this Section, as directed by Architect. Reimburse Owner for damage to original construction, deducted from Contract Sum.
  - C. Restore damaged pipe coverings to original condition.

### 3.8 CLEANING

- A. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials.
- B. Leave areas clean and free from debris resulting from work of this Section.
- C. Remove spillage, soiling, sealants paint, mortar, solder, oils, putty, sealant, and overspray from finished surfaces.

**END OF SECTION 01 72 29**

---

**SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL****PART 1 - GENERAL****1.1 1.1 SUMMARY**

- A. Section Includes: Construction waste management provisions for recycling and adaptive reuse.
- B. Related Requirements:
  - 1. Section 01 35 44 – Hazardous Materials Procedures.
  - 2. Section 02 41 16 – Structure Demolition.
  - 3. Section 02 41 19 – Selective Demolition

**1.2 REFERENCES**

- A. Contractors' Guide to Preventing Waste and Recycling.  
<http://www.resourceventure.org/rv/issues/building/publications/index.php>
  - 1. Step-by-step guide to help set up and operate a job site recycling program.
  - 2. Spreadsheets to calculate savings.
  - 3. Sample Waste Management Plan to use as a guide.
- B. Seattle/King County, Construction Recycling Directory 2012  
<http://your.kingcounty.gov/solidwaste/greenbuilding/documents/CDLguide.pdf>
- C. Snohomish County Construction Recycling Guide  
[http://www.co.snohomish.wa.us/documents/Departments/Public\\_Works/SolidWaste/information/brochures/CDLrecyclingguide10.03.pdf](http://www.co.snohomish.wa.us/documents/Departments/Public_Works/SolidWaste/information/brochures/CDLrecyclingguide10.03.pdf)

**1.3 SUBMITTALS**

- A. Submit under provisions of Section 01 33 00.
- B. Bidders: Upon notification by Owner, submit initial Waste Management Plan for Owner review. Plan will be reviewed prior to notification and acceptance of apparent low bidder.
  - 1. Identify recycling and adaptive reuse processing facilities.
  - 2. Identify construction waste materials anticipated for recycling and adaptive reuse.
  - 3. Describe sorting and site storage methods.
- C. Discuss Owner reviewed Waste Management Plan with Owner at Pre-Construction Meeting and Progress Meetings, specified Section 01 31 19.

- D. Submit documentation to Owner prior to Substantial Completion substantiating that Waste Management Plan was maintained and that goals were achieved.
  - 1. Trash: Quantity by weight deposited in landfills. Include associated fees, transportation costs, container rentals, and taxes for total cost of disposal.
  - 2. Salvaged Material: Quantity by weight or quantity with destination for each type of material salvaged for resale, recycling, or adaptive reuse. Include associated fees, transportation costs, container rentals, and taxes for total cost of disposal. Also, include reimbursements due to salvage resale.
  - 3. Total Cost: Indicate total cost or savings for implementation of Waste Management Plan. This does not imply reimbursement by Owner.

#### 1.4 DEFINITIONS

- A. Waste: For the purpose of this section, the term applies to all excess building materials. Waste includes materials that can be salvaged, returned, recycled, or reused.
- B. Trash (Garbage): That part of the waste that cannot be returned, reused, recycled, or salvaged.
- C. Construction, Demolition, and Land-Clearing Waste (CDL): Non-hazardous solid wastes resulting from construction, demolition, and land-clearing activities. Includes, but is not limited to, building materials, demolition rubble, landscaping materials, soils, packaging materials, debris, and trash.
- D. Proper Disposal: As defined by the jurisdiction receiving waste.
- E. Landfill: Public or private business involved in the practice of trash disposal.
- F. Hazardous Waste: Material and byproducts of construction, regulated by the US Environmental Protection Agency (EPA) or Labor and Industries (L&I), that may not be disposed in landfill or other waste end-source without adherence to applicable laws.
- G. Material Recovery Facility (MRF): General term used to describe a waste-sorting facility. Mechanical, hand-separation, or a combination of both procedures are used to recover recyclable materials from other waste, which is then disposed of as trash.
- H. Recycling: Process of sorting, cleaning, treating, and reconstituting materials for the purpose of using material in the manufacture of a new product. Can be conducted on site (as in the grinding of concrete and reuse on site).
- I. Recycling Facility: Operation that can legally accept materials for the purpose of processing the materials into an altered form for the manufacture of a new product.
  - 1. Recycling facilities have their own specifications for accepting materials.
  - 2. Depending on the type of facility, it may accept source-separated waste or co-mingled waste or both.
- J. Recycling Services. Types of services include:

1. Source-Separated: Construction waste is sorted on the job-site in separate containers as it is generated. The recycling hauler takes the materials directly to a recycler or a transfer site.
  2. Co-mingled: This service allows contractors to put select recyclables such as wood, cardboard, and metals in one container. The recycling hauler takes the materials to a sorting facility where the materials are separated for recycling.
- K. Reuse: Making use of a material without altering its form.
- L. Salvage: Recovery of materials for on-site reuse or donation to a third party.
- M. Source-separated Materials: Materials that are sorted at site for purpose of reuse or recycling.
- N. Co-mingled Materials: Mixed recyclable CDL materials that have not been source-separated. Some facilities will separate co-mingled materials off-site for recycling.

## 1.5 WASTE MANAGEMENT PLAN REQUIREMENTS

- A. Salvage minimum 50 percent by weight or by quantity of construction waste materials through resale, recycling, or adaptive reuse for duration of Project.
- B. Implement Waste Management Plan to reduce dumping into landfills and to either generate cost savings or increase minimal additional cost to Project for waste disposal. Include:
1. Types and estimated quantities (where reasonably available) of salvageable materials that are expected to be generated during demolition. Base calculations on either dry weight or volume consistently throughout.
  2. Methods for recycling materials include one or more of following options:
    - a. Contracting with a demolition specialist to salvage all or most of materials generated.
    - b. Selective salvage as part of demolition contractor's work
    - c. Reuse of materials on-site or in new construction.
  3. Types and estimated quantities (where available) of recyclable materials expected to be generated during construction, in significant amounts, including but not limited to wood, concrete, metals, cardboard, and drywall. Base calculations on weight or volume consistently throughout.
  4. Method to be used to recycle these materials. Include one or more of the following options:
    - a. Requiring subcontractors to take materials back for recycling at a permitted facility.
    - b. Contracting with a full service recycling service to recycle all or most materials at a permitted facility.
    - c. Processing or reusing materials on-site.

- C. Contractors Project Engineer:
  - 1. Implement Waste Management Plan.
  - 2. Distribute to subcontractors and other workers.
  - 3. Oversee, instruct, and document results.
  - 4. Review with Owner.
- D. Collect construction debris into clearly marked bins or containers, and arrange for transportation to recycling centers or adaptive salvage and reuse processing facilities.
- E. Maintain recycling and adaptive reuse storage and collection area in orderly arrangement with materials clearly separated to eliminate co-mingling of unsuitable materials.
- F. Do not store products in manner that may pollute, constitute a fire hazard, or otherwise constitute a hazard to persons or property.
- G. Cover to protect materials subject to disintegration, mixing with water runoff, or otherwise polluting air, water, and soil.

#### 1.6 RECYCLING

- A. Use Source Separation Method or Co-mingling Method suitable to sorting and processing method of selected recycling center. Dispose non-recyclable trash separately into landfill.
  - 1. Source Separation Method: Recyclable materials separated from trash and sorted into bins or containers prior to transportation to recycling center.
  - 2. Co-Mingling Method: Recyclable materials separated from trash and placed in unsorted bins or container for sorting at recycling center.
- B. Design Waste Management Plan to divert following waste categories from the landfills.
  - 1. Acoustical ceiling tiles
  - 2. Asphalt
  - 3. Bricks (where not reusable)
  - 4. Cardboard (from supplies and packaging)
  - 5. Carpet and carpet pad
  - 6. Concrete
  - 7. Concrete unit masonry
  - 8. Equipment oil.
  - 9. Excavated soils
  - 10. Fluorescent tubes and ballasts (if not recycled designate as hazardous waste)
  - 11. Gypsum board (clean, unpainted)
  - 12. Land clearing and organic plant debris
  - 13. Metals (from banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze)
  - 14. Native stone and granular fill.
  - 15. Packing materials including paper, cardboard, foam plastic, and sheeting.
  - 16. Paint
  - 17. Plastic film (sheeting, shrink wrap, packaging)

18. Window glass
19. Wood (clean, unpainted, untreated wood scrap including pallets and engineered wood)
20. Job-shack wastes, including office paper, blueprints, pop cans and bottles, recyclable plastics, and office cardboard.

## 1.7 REVENUES

- A. Revenues and other savings obtained from recycled, reused, or salvaged materials accrue to Contractor, except as otherwise indicated by Contract Documents or Owner-Contractor Agreement.

## 1.8 COMMUNICATION

- A. Contractors Project Engineer (or other designated person):
  1. Implement Waste Management Plan.
  2. Distribute copies to subcontractors and others performing work on site.
  3. Oversee, instruct, and document results.
- B. Conduct and oversee safety meetings, signage, and subcontractor agreements to communicate goals of Waste Management Plan, including instruction about appropriate separation, handling separation, handling, and recycling, salvage, reuse and return methods to be used by all parties at the appropriate stages of the Project.

## 1.9 MATERIALS CONSERVATION

- A. Protect products from damage during storage, installation, and for duration of construction following installation.
- B. Include waste reduction provision in supply agreements specifying preference for reduced, returnable, or recyclable packaging.
- C. Prepare detailed take-offs to identify location and use in construction to reduce risk of unplanned and potentially wasteful use of materials.

## 1.10 MATERIALS HANDLING

- A. Designate specific locations to facilitate separation of materials for recycling, salvage, reuse and return.
- B. Maintain recycling and waste bin areas in clean condition and clearly marked to reduce risk of co-mingling materials.
  1. Take means to prevent bins from off-site contamination during non-working hours.
  2. Conform to recycling facility and Separate recycling waste in accordance with requirements of recycling facility/hauler.

- 
- C. Protect materials to be recycled or reused from contamination. Handle, store, and transport materials in a manner that meets the requirements of the designated acceptance facility.
  - D. Separately store and dispose of hazardous wastes according to local regulations.
  - E. As part of regular clean-up, schedule and conduct visual inspections of dumpsters and recycling bins to identify potential contamination of materials.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 74 19**

**SECTION 01 74 23 - FINAL CLEANING****PART 1 - GENERAL****1.1 SUMMARY**

- A. This section includes administrative and procedural requirements for final cleaning of the Work prior to Substantial Completion, including but not limited to:
  - 1. Cleaning procedures
  - 2. Inspection
- B. Do not use cleaning materials that may damage finished surfaces.
- C. Do not use cleaning materials hazardous to health or property.
- D. Use only cleaning materials and methods recommended by manufacturer of item or material to be cleaned.

**PART 2 - PRODUCTS****2.1 MATERIALS**

- A. Cleaning Agents:
  - 1. Compatible with surface being cleaned
  - 2. New and Uncontaminated
  - 3. For Manufactured Surfaces, Use material recommend by manufacturer.

**PART 3 - EXECUTION****3.1 FINAL CLEANING**

- A. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a typical commercial building/site cleaning and maintenance program. Comply with manufacturer's instructions. Final cleaning includes but is not limited to the following procedures:
  - 1. Remove dust and dirt in corners.
  - 2. Remove all evidence of defacement from all surfaces including graffiti.
  - 3. Remove grease, mastic, adhesives, glazing compounds, dust, dirt, stains, fingerprints, non-permanent labels, and other foreign materials from interior and exterior surfaces exposed to view.
    - a. Clean hard-surface finishes to dirt-free condition, free of dust, stains, films and similar noticeable distracting substances.
    - b. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces.
    - c. Restore reflective surfaces to original reflective conditions.



- 
- d. Replace chipped, scratched or broken glass and other damaged transparent materials.
      - e. Remove excess lubrication and other substances from mechanical and electrical equipment. Clean plumbing fixtures to a sanitary condition.
      - f. Clean light fixtures and lamps.
    - 4. Remove debris and surface dust from limited-access spaces including trenches, equipment vaults, manholes, catch basins, and similar spaces.
      - a. Clean project site (yard and grounds), including landscape development areas, of litter and foreign substances. Sweep paved areas to a broom-clean condition. Remove stains, petro-chemical spills and other foreign deposits. Rake grounds which are neither planted nor paved to a smooth, even-textured surface.
      - b. Leave concrete floors broom-clean.
  - B. Removal of Protection: Except as otherwise indicated or requested by the Owner, remove temporary protection devices and facilities installed to protect previously completed work during the remainder of the construction period.
  - C. Extra Materials: Where excess materials of value remain after completion of associated work, these materials become the property of the Owner. If declined by the Owner, the Contractor shall dispose of these materials as directed by the Owner.
  - D. Storm/Sewer: Employee a professional cleaning service to vacuumed and wash all new storm and/or sewer pipes, structures and other elements associated with storm sewer assemblies. No sediment or contaminates shall be washed downstream to storm sewer assemblies off-site. If it comes to the owners attention that sediment/contaminates have been washed downstream, the owner may require the contractor to perform additional cleaning of storm/sewer assemblies downstream. The cost of this work shall be borne by the contractor and in no way passed onto the owner. If, the contractor refuses to comply, the owner will have the downstream storm/sewer assemblies cleaned by its own forces or by contract. The cost of this work shall be passed to the contractor via a changed order and the costs deducted from the contract amount.
- 3.2 INSPECTION
- A. Prior to requesting inspection for certification of Substantial Completion, inspect exposed surfaces. Verify entire Work is clean.
  - B. Prior to certifying Substantial Completion, the Owner will make a detailed inspection of buildings, amenities and site, and will prepare a check list of cleaning and debris removal remaining to be completed before certification of Substantial Completion. Complete items on the Owner's check list, so that entire Project is clean and ready for occupancy by staff and public.

**END OF SECTION 01 74 23**

**SECTION 01 77 00 - CLOSEOUT PROCEDURES****PART 1 - GENERAL****1.1 DESCRIPTION:**

- A. Supplemental requirements to the General Conditions of the Contract and Specifications for administrative procedures in closing out the Work.
- B. All conditions specified within Section 00 72 00 General Conditions apply to this specification. To the extent this specification is inconsistent with Section 00 72 00 General Conditions, the requirement most stringent on the Contractor applies.

**1.2 REQUIREMENTS FOR ACHIEVING SUBSTANTIAL COMPLETION:**

- A. Prior to requesting Owner's inspection for certification of Substantial Completion, the Contractor must meet the following requirements:
  - 1. The facility shall be sufficiently complete and cleaned with all construction material removed, to allow the unrestricted use of the facility including installation of permanent cores in locks, and transmittal of keys to Owner.
  - 2. Submittal of pay request for all items completed in order to satisfy the requirements of Substantial Completion.
  - 3. Complete and submit a release, granting the Owner's staff and facility users' full and unrestricted use of the Work and access to services and utilities including final building permit inspection and occupancy or temporary occupancy permits as required.
  - 4. Complete start-up of systems and provide copies of initial balancing reports.
  - 5. Record Documents have been submitted to and approved by the Owner in accordance with the requirements of Section 01 78 39 – Project Record Documents.
  - 6. Operating and Maintenance Manuals have been submitted to and approved by the Owner in accordance with the requirements of Section 01 78 23 – Operating and Maintenance Data.
  - 7. Warranties and Bonds Manual, including but not limited to special guarantees, workmanship and maintenance agreements, final certifications and similar documents have been provided and warranties inserted into the O & M Manuals in accordance with the requirements of Section 01 78 36 – Warranties and Bonds.
  - 8. Notification requesting that a Substantial Completion has been attained is to be submitted on the attached form. Once Owner concurs with Contractor that Substantial Completion has been attained, Owner will proceed with the development of a punch list and establishing the Substantial Completion Date.
- B. Process to achieve Substantial Completion:
  - 1. Upon receipt of Contractor's request and if the Owner concurs that substantial completion has been met, the punch list inspection will be scheduled within ten (10) working days of the notification. If the Owner determines that the project is

- not Substantially Complete, the Owner will notify the Contractor of the portions of the Work that must be completed before a punch list inspection can be scheduled.
2. The Owner shall be responsible for preparing the punch list based upon the results of the inspection. If the inspection reveals that the Work is not Substantially Complete, the process in 1.02.B.1 shall be repeated and the previously established Substantial Completion Date will be withdrawn until those items of work remaining to be completed have been completed.
  3. After inspection confirms that the Work is Substantially Complete, the Owner shall prepare the certificate of Substantial Completion establishing the date of Substantial Completion and provide a copy to the Contractor with a copy of the punch list. The date of Substantial Completion shall be used to determine the cut-off date for liquidated damages.
  4. Re-inspection Fees: When inspection shows that the Work has not attained the completion status claimed, the Contractor shall compensate the Owner for additional time expended in subsequent inspections and will be deducted from the final billing.

### 1.3 REQUIREMENTS FOR ACHIEVING PHYSICAL COMPLETION:

- A. The Contractor shall show evidence of compliance with requirements of the following:
  1. All permits required by regulatory agencies that have been issued.
  2. Discontinue (or change over) and remove from project site temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements.
  3. Testing of the operations of all systems has been completed and copies of the final balancing report submitted to the Owner.
  4. All required training has been completed.
  5. All deficiencies identified on the punch list have been corrected.
  6. Upon correction of all punch list items, the Contractor shall notify the Owner on the attached form that physical completion has been achieved and request scheduling of the final punch list inspection.
- B. Process to Achieve Physical Completion:
  1. Upon receipt of the Contractor's request for final inspection, the Owner, within five (5) working days, shall schedule a final punch list inspection.
  2. The Owner shall prepare the final punch list inspection report based upon the results of the inspection.
  3. After inspection shows that all punch list items have been corrected, the Owner shall prepare the certificate of Physical Completion establishing the Physical Completion Date and provide a copy to the Contractor. The date of Physical Completion shall be used to determine the start of the one-year and extended warranties period.
  4. Re-inspection Fees: When inspection shows that the Work has not attained the completion status claimed, the Contractor shall compensate the Owner for additional time expended in subsequent inspections and will be deducted from the final billing.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 77 00**

(Substantial Completion and Physical Completion form letters follow)

**This Page Intentionally Left Blank**

***SUBSTANTIAL COMPLETION***

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

Joan Olsen  
City of Everett Facilities Department  
802 E. Mukilteo Blvd.,  
Everett, WA. 98203

**Re: Police Facilities Upgrades**

The Work performed under this Contract has been substantially completed. The Contractor,  
\_\_\_\_\_, hereby requests a Punch List Inspection of  
Substantial Completion and establishment of the date of Substantial Completion.

The Contractor will complete or correct the Work on the punch list within (# of days) working  
days from the date of

Substantial Completion established by the Owner.

\_\_\_\_\_  
Contractor\_\_\_\_\_  
By\_\_\_\_\_  
Date

**This Page Intentionally Left Blank**

**PHYSICAL COMPLETION**

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

Joan Olsen  
City of Everett Parks & Facilities Department  
802 E. Mukilteo Blvd.,  
Everett, WA. 98203

Re: **Police Facilities Upgrades:**

The Work items identified in the inspection punch list have been completed. The Contractor,  
\_\_\_\_\_, hereby requests certification of  
Physical Completion and establishment of the date of Physical Completion and the beginning of  
the warranty period.

The Contractor understands that the Owner will assume maintenance for items within the facility  
that does not conflict with warranties or maintenance of specified items indicated within the  
Contract Documents or in any way relieves the contractor of any responsibilities and warranties  
of the facility. The contractor understands that the application for physical completion is not the  
date that the warranties start but that the date shall be set by the date indicated on the  
Certificate of Completion Form signed and dated by the Mayor as recommended by city council.

\_\_\_\_\_  
Contractor\_\_\_\_\_  
By\_\_\_\_\_  
Date



**SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of contract, including General Conditions and Division 1 Specifications, apply to work in this Section.

**1.2 WORK IN OTHER SECTIONS**

- A. Coordinate related work specified in other parts of the project manual.

**1.3 DESCRIPTION OF WORK**

- A. The O & M Manual shall contain: All operating and maintenance data relevant to all components; architectural products, finishes and furnishings; mechanical equipment and components; electrical equipment and components; and any other special equipment and components as required for the project.
- B. An itemized indexed list of all warranted items and products and their warranty term shall be placed at the beginning of the O & M Manual for easy reference.

**1.4 MANUAL FORM**

- A. Organization - the Manual shall be organized per the Table of Contents found in the Project Manual. Labeled Tabs shall be used to divide sections.
- B. Size – shall be 8-1/2" x 11"
- C. Paper – provide 20 pound minimum; white for typed pages.
- D. Text – provide Manufacturer's printed data, or neatly typewritten information.
- E. Drawings - accordion fold all oversize drawings to 8-1/2" x 11" size for binding or 11"x17" folded such that the page can be unfolded without removing the page from the binder.
- F. Flyleaf- provide for each separate product and major component parts of equipment followed by typed descriptions. Provide indexed tabs for each Division.
- G. Tabs- shall be typewritten, plastic coated, reinforced, and indexed to match the names and order listed in the Table of Contents.
- H. Binders – provide:
  - 1. Commercial quality three-ring hard cover binders with durable and cleanable plastic covers for inserting required cover and spine information.

2. Maximum ring size: As suitable to content, 3 inch maximum. Minimum ring size: one inch.
  3. When multiple binders are used, correlate data into related groupings.
- I. Cover - identify the front cover (and each volume in case of multi-volume manual) with typed title: "Fire Administration Building Tenant Improvements" - Operating and Maintenance Manual". Label volumes as 1 of 4, 2 of 4, 3 of 4, etc. The front cover shall show: Title of Project, names of the Consultant, Contractor, appropriate Mechanical, Electrical or other prime Subcontractor(s), and the date of Physical Completion. Show the CIP Project number, Public Works Permit Number, and other information as needed. The spine shall show: Name of the project, identity of the volume if more than one and the general subject matter covered in the Manual, and the year the project was completed.

## 1.5 CONTENTS

- A. Title Page - provide the title of the Project, name of the Project Manager, names addresses, telephone numbers of the, Consultant, major sub-consultants, General Contractor, major sub-contractors, and date of Physical Completion.
- B. Table of Contents - provide a complete table of contents listing major sections of the Manual and clearly identifying categories of information in each section.
- C. Letter of Physical Completion
- D. Warranty List noted in 1.03 listed above.
- E. Preventative Maintenance Schedule.
- F. Body of Manual - shall be in the Construction Specification Institute (CSI) Format.
  1. Divisions 2 through 14:
    - a. Bind all product data, product maintenance data, and warranty information together for each product listed. All products and systems that could require replacement during the 40-year life of this project must be covered in this manual.
    - b. Product Data:
      - 1) Product Data - submit original product literature only. Mark each sheet to clearly identify specific products and component parts and data applicable to installation. Modify product data as required to accurately represent completed installation. Delete inapplicable information.
      - 2) Products, Applied Materials and Finishes- include all product data with catalog number, size, composition, and color and texture designations. Provide all necessary information for re-ordering custom manufactured items. Note: For all painting work, provide a complete finish schedule of products, color names and numbers, formulas, and gloss used. Provide a drawing showing all paint and color locations.
      - 3) 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.
- 4) For each product or finish, list names, addresses and telephone numbers of suppliers, including local source of supplies and replacement parts.
  - 5) 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 Document as maintenance drawings.
  - 6) Additional Requirements – supplement product data as specified in individual specification sections and such data that becomes apparent during instruction of the Owner.
- c. Product Maintenance:
- 1) Preventative Maintenance Instruction- prepares Preventative Maintenance Instructions. Include for each piece of equipment or system furnished requiring periodic inspections, lubrication, adjustment and the like, to ensure optimum and continued performance as originally specified.
  - 2) Instructions for Care and Maintenance- include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommend schedule for cleaning and maintenance.
  - 3) Provide a table showing maintenance schedules and what is to be done to all equipment, i.e. scheduled maintenance spreadsheet.
- d. Product Warranties: Include copies of all Extended Warranties with products that have them. See individual Project Manual sections for requirements. Add item to the itemized list at the beginning of the Manual.
2. Division 23 – Heating, Ventilating, and Air Conditioning: (If applicable to these Contract Documents)
- a. Bind all product data, product maintenance data, and warranty information together for each product listed. All products that could require replacement during the 40-year life of this project must be covered in this manual.
- 1) Product Data - submit original product literature only. Mark each sheet to clearly identify specific products and component parts and data applicable to installation. Modify product data as required to accurately represent completed installation. Delete inapplicable information.
  - 2) Include unit and component part description, operating procedures, sequence of operation, maintenance procedures, preventive maintenance schedules, and servicing and lubrication schedule listing lubricants required.
  - 3) Include heat loss and cooling load calculations, fan curves, pump curves and other pertinent calculations, air balancing reports, sequence of operations for HVAC equipment.
  - 4) Manufacturer's printed operating and maintenance instructions, description of operating and maintenance instructions, original manufacturer's information (parts list, illustrations, assembly drawings and diagrams) required for maintenance, as-installed control diagrams by control Manufacturer (include one extra [each] framed and install under glass; locate room where directed), each Contractor's coordination drawings with as-installed color coded piping diagrams,

- 
- charts of valve tag numbers (with location and function of each valve), list of original Manufacturer's spare parts, maintenance of finishes, and other data as required under pertinent Specification Sections.
- 5) Prepare and include additional data when the need for such data becomes apparent during instruction of Engineer's personnel.
  - 6) Insert the Commissioning report documents here if part of this Contract. Final report to be inserted later when commissioning work is complete.
3. Division 26 – Electrical: (If applicable to these Contract Documents)
    - a. Bind all product data, product maintenance data, and warranty information on together for each product listed. All products that could require replacement during the 40-year life of this project must be covered in this manual.
      - 1) Product Data - submit original product literature only. Mark each sheet to clearly identify specific products and component parts and data applicable to installation. Modify product data as required to accurately represent completed installation. Delete inapplicable information.
      - 2) Include electrical control diagrams, description of system and component parts, circuit directories of panel boards, as-installed color coded wiring diagrams, operating procedures, maintenance procedures, manufacturer's printed operating and maintenance instructions, listed under pertinent Specifications Sections. This section shall also include lighting fixtures with all data.
      - 3) Prepare and include additional data when the need for such data becomes apparent during instruction of Engineer's personnel.
- G. Warranties and Bonds:
1. Bind in copy of each warranty with each product or system. One original of each warranty shall be bound in a separate labeled hard cover binder and submitted with the Approved O & M Manuals. See section 017836 Warranties and Bonds.
- 1.6 SUBMITTAL SCHEDULE
- A. Submit one copy of preliminary draft of proposed formats and outlines of contents to the Owner for review and approval. After review, the copy will be returned to the contractor with accompanying comments.
  - B. Submit one copy of completed data in approved final form to the Owner for final review. This copy will be required prior to Contractor training of Parks' personnel
  - C. Submit three (3) copies of approved Manuals in final form prior to Substantial Completion.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION (Not Used)**

---

**END OF SECTION 01 78 23**

**SECTION 01 78 36 - WARRANTIES AND BONDS****PART 1 - GENERAL****1.1 SUMMARY:**

- A. This section addresses the need, if required, to either extend the bonded warranty for the Contractor and/or obtain extended warranties from subcontractors, suppliers and or manufacturers for materials, equipment, and installation as identified in the technical specifications of the Project Manual, and warranty inspections.
- B. Unless specified within the specification for the specific work or elsewhere within the Contract Documents, the general guaranty and warranty for the entire project shall be as stated in Section 00 72 00-8.9. If there is any inconsistency between this specification and Section 00 72 00 General Conditions, the requirement most stringent on the Contractor governs.

**1.2 EXTENSION OF STANDARD CONTRACTOR-BONDED WARRANTY:**

- A. If, as part of developing the technical specification, it is determined that the standard one year warranty period from date stated on the Certificate of Completion should be extended, it shall be so noted in the technical specification.

**1.3 EXTENDED WARRANTY FOR MATERIALS, EQUIPMENT, AND INSTALLATION:**

- A. Individual technical sections may require specific warranties beyond the standard one-year bonded warranty.
- B. Subcontractors, manufactures and suppliers shall provide limited or full warranties for products that they provide as specified later in this document.
- C. Extended warranties shall start on the date stated on the Certificate of Completion and cover the warranty period specified in the technical specifications or the time period provided by the subcontractor, supplier and or manufacturer, whichever is longer. Warranties shall cover material and or equipment replacement, costs of installation, and costs associated with repair of damages caused by the removal and replacement of the defective product.
- D. Form of extended Warranty:

- 1.4 "I (We), (insert the name of Contractor), certify (insert name of trade or portion of work being guaranteed) installed by (insert name of appropriate subcontractor) on (insert name of job) located at (street address or location), is performed in strict accordance with the contract documents. Further, I (we) guarantee this work to be free of defects in materials and workmanship, for (fill in specific required guarantee period) years from

(date of Physical Completion), and will repair, or replace, without delay, any defects in materials or workmanship, and associated damage discovered within the warranty period by replacing the defective material and or equipment at no cost to the Owner.

Sincerely,

(Name of Contractor/responsible principal/address/telephone number):

Signed by Principal, Partner, or other person authorized to commit firm.

#### 1.5 SUBMITTAL REQUIREMENTS:

- A. Submit one (1) hard cover binder with originals of each extended warranty and service and maintenance contracts specified in respective specification sections of the Project Manual to the Owner for their review and approval. Binder shall match the O&M Manual binders in Section 01 78 23. Submit Approved binder and contents with the Approved O&M Manuals prior to application for final payment.

#### 1.6 WARRANTY PROVISIONS:

- A. The bonded warranty period for the Contractor extends for one year from the date of the Certificate of Completion.
- B. In the event of failure of any part of the Work during the warranty period, repair or remove and replace the defective components, including repair/replacement of any overlying or dependent construction, at no additional charge to the Owner.
- C. Repair and replacements shall be completed in accordance with all the requirements of the Contract Documents. Repaired or replaced work shall be an exact match for original work unless otherwise approved in writing by the Owner.
- D. In the event of repeated failure of any repaired component, or if the Owner is not satisfied that the quality of repairs meets the requirements of the Contract Documents, the Owner may order defective work completely removed and replaced with new.
- E. The Owner shall schedule a warranty inspection of all work completed under the Contract within one year of the date of the Certificate of Completion. The Owner shall establish the date, time and place for the warranty inspection and notify the Contractor to send representatives. The Owner and the Contractor shall identify valid warranty defects and prepare a warranty inspection list consisting of the items to be corrected. The Contractor and or Contractors Subcontractors shall correct and or replace the defective items or workmanship in a reasonable time, not to exceed two (2) months time. Failure of the Contractor to correct agreed upon deficiencies may result in Owner referring the matter for corrective action in accordance with Section 00 72 00

### **PART 2 - PRODUCTS (Not Used)**

### **PART 3 - EXECUTION (Not Used)**

---

**END OF SECTION 01 78 36**



**SECTION 01 78 39 - PROJECT RECORD DOCUMENTS****PART 1 - GENERAL****1.1 AS-BUILT DRAWINGS**

- A. Maintain a clean, undamaged set of reproducible copies of Contract Drawings. Clearly identify the set as "AS-BUILT DRAWINGS". Mark the set to show the actual installation of materials and systems wherever the installation varies substantially from the Work as originally shown in the contract documents. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings and affix the shop drawings to the prints. Clearly mark and number the work in each Change Order. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

**1.2 USE AND PROTECTION**

- A. Do not use Record Documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Owner's reference during normal working hours.

**1.3 QUALITY ASSURANCE**

- A. Delegate the responsibility for maintenance of record prints to one person on the Contractor's staff.
- B. Make entries on the record prints clearly showing as-built conditions within 24 hours after completing any element of work.
- C. Accuracy of records:
  - 1. Coordinate changes and additions within the record prints, making adequate and proper entries on each page of specifications and each sheet of drawings and other documents where such entry is required to show the change properly.
  - 2. Accuracy of records shall be such that future search for items shown in the contract documents may rely reasonably on information obtained from the approved project record documents,

**1.4 MAINTENANCE OF RECORD DOCUMENTS**

- A. Maintain and store in field office apart from documents used for construction, the following documents:
  - 1. Permit drawings, building permit approval from COE and/or other regulatory agency having jurisdiction, if any.

2. The Signed Contract, Bonds, Insurance, Addenda, Design Clarifications, Field Directives, Modification Proposals, Change Orders, and approved Substitutions.
  3. Approved shop drawings and all other submittals.
  4. Field test records.
- B. Provide files and racks for storage of documents
  - C. File documents in accordance with Project Manual table of contents.
  - D. Maintain documents in orderly, clean and legible conditions. Do not use record documents for construction purposes.
  - E. Make documents available for weekly progress meeting and at all times for inspection by Owner.
  - F. In the event of loss of recorded data, the Contractor shall use all means necessary to again secure the data to the Owner's satisfaction.
  - G. Payment may be withheld or pay requests modified for incomplete recording of as-built data.
  - H. The Owner may request confirmation of recorded work by independent survey. If inaccuracies are found, Owner may order hidden elements to be exposed for recording. All costs associated with this work may be deducted from the Contractor's contract amount if the information has either not been recorded or has been recorded incorrectly.

#### 1.5 SUBMITTALS

- A. Before Substantial Completion the Contractor shall deliver a complete set of Record Documents to the Owner for review and approval. The Record Documents will consist of one black line As-built Drawing set; annotated Project Manual; Change Orders; and approved shop drawings, product data, and samples which clearly and legibly show all deviations from the Contract Documents with colored pencil.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 RECORDING

- A. Mark Record Documents with red permanent pen; use other colors to distinguish between variations in separate categories of the Work.
- B. Mark new information that was not shown on Contract Drawings or Shop Drawings, and as directed by the Owner.

- C. Indicate changes to the work and/or the project site that were not known prior to beginning the work but were visible as part of the project implementation that did not result in a change order.
- D. Note all changes resulting from Request for Change Order by RFCP# and including approved substitutions.
- E. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- F. The Contractor and its subcontractors shall coordinate recording of information as follows:
  - 1. Each subcontractor is responsible for making record notations for his/her own work and forwarding these not less than weekly to the general Contractor. The general Contractor will transfer each subcontractor's notations as well as record its own notations of the general Work to a single set of record documents.
  - 2. Legibly mark record set of drawings and addenda to show the following:
    - a. Accurate measurements and locations of underground services and utilities, referenced to the building or other permanent construction.
    - b. Note changes of direction and locations, by horizontal dimension and vertical elevations, as utilities are actually installed.
    - c. Note deviations from the contract documents, and reference reason for change (e.g., construction meeting minutes, telephone call report, field order, etc).
    - d. Show details and locations not on original contract drawings.
    - e. Indicate field changes of dimensions and details.
- G. Specifications and addenda: Legibly mark each section to record:
  - 1. Manufacturer, trade name, catalog number, and supplier of each equipment item actually installed; and
  - 2. Changes made by field order or by change order.
- H. Shop drawings, product data sheets and samples: Maintain one complete set as Record Documents and legibly annotate to record all approved changes.

### 3.2 ORGANIZATION OF RECORD DOCUMENTS

- A. Organize all Record Documents into a manageable set, and print suitable titles, dates and other identification on the cover sheet.

**END OF SECTION 01 78 39**

---

## SECTION 02 41 19 - SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.

B. Related Requirements:

1. Section 01 10 00 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 01 73 00 "Execution" for cutting and patching procedures.

#### 1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- C. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

#### 1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

#### 1.4 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

- 
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
  - C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
  - D. Hazardous Materials:
    - 1. It is not expected that hazardous materials will be encountered in the Work.
      - a. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
  - E. Historic Areas: Demolition and hauling equipment and other materials shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, including temporary protection, by 12 inches or more.
  - F. Storage or sale of removed items or materials on-site is not permitted.
  - G. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
    - 1. Maintain fire-protection facilities in service during selective demolition operations.

## 1.5 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective

---

demolition operations.

- B. Engage a professional engineer to perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
- C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

### 3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - 3. Cover and protect furniture, furnishings, and equipment that have not been removed.
  - 4. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01 50 00 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

### 3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

- 
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  5. Maintain adequate ventilation when using cutting torches.
  6. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  7. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  8. Dispose of demolished items and materials promptly.

B. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

- 
- C. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings."

### 3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.

### 3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 41 19



## SECTION 06 20 23 - INTERIOR FINISH CARPENTRY

## PART 1 - GENERAL

## 1.1 SUMMARY

## A. Section Includes:

1. Interior trim.

## B. Related Requirements:

1. Section 06 10 00 "Rough Carpentry" for furring, blocking, and other carpentry work not exposed to view.
2. Section 09 91 23 "Interior Painting" for priming and back priming of interior finish carpentry.

## 1.2 DELIVERY, STORAGE, AND HANDLING

## A. Stack lumber, plywood, and other panels flat with spacers between each bundle to provide air circulation.

1. Protect materials from weather by covering with waterproof sheeting, securely anchored.
2. Provide for air circulation around stacks and under coverings.

## B. Deliver interior finish carpentry materials only when environmental conditions comply with requirements specified for installation areas. If interior finish carpentry materials must be stored in other than installation areas, store only where environmental conditions comply with requirements specified for installation areas.

## 1.3 FIELD CONDITIONS

## A. Environmental Limitations: Do not deliver or install interior finish carpentry materials until building is enclosed and weatherproof, wet-work in space is completed and nominally dry, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.

## B. Do not install finish carpentry materials that are wet, moisture damaged, or mold damaged.

1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

---

## PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with applicable rules of any rules-writing agency certified by the American Lumber Standard Committee's (ALSC) Board of Review. Grade lumber by an agency certified by the ALSC's Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Factory mark each piece of lumber with grade stamp of grading agency.
- B. Softwood Plywood: DOC PS 1.

### 2.2 INTERIOR TRIM

- A. Hardwood Lumber Trim for Transparent Finish (Stain or Clear Finish):
  - 1. Species and Grade: Match Existing; NHLA Clear.
  - 2. Maximum Moisture Content: 10 percent.
  - 3. Finger Jointing: Not allowed.
  - 4. Gluing for Width: Not allowed.
  - 5. Veneered Material: Not allowed.
  - 6. Face Surface: Surfaced (smooth).
  - 7. Matching: Selected for compatible grain and color.
- B. Hardwood Moldings for Transparent Finish (Stain or Clear Finish): MMPA WM 4, N-grade wood moldings made to patterns included in MMPA's "HWM/Series Hardwood Moulding Patterns."
  - 1. Species: Match Existing.
  - 2. Maximum Moisture Content: 9 percent.
  - 3. Finger Jointing: Not allowed.
  - 4. Matching: Selected for compatible grain and color.

### 2.3 MISCELLANEOUS MATERIALS

- A. Fasteners for Interior Finish Carpentry: Nails, screws, and other anchoring devices of type, size, material, and finish required for application indicated to provide secure attachment, concealed where possible.
- B. Glue: Aliphatic-resin, polyurethane, or resorcinol wood glue recommended by manufacturer for general carpentry use.

---

## 2.4 FABRICATION

- A. Back out or kerf backs of the following members, except those with ends exposed in finished work:
  - 1. Interior standing and running trim, except shoe and crown molds.
- B. Ease edges of lumber less than **1 inch** in nominal thickness to **1/16-inch** radius and edges of lumber **1 inch** or more in nominal thickness to **1/8-inch** radius.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine finish carpentry materials before installation. Reject materials that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.
- B. Before installing interior finish carpentry, condition materials to average prevailing humidity in installation areas for a minimum of 24 hours unless longer conditioning is recommended by manufacturer.

### 3.3 INSTALLATION, GENERAL

- A. Do not use materials that are unsound; warped; improperly treated or finished; inadequately seasoned; too small to fabricate with proper jointing arrangements; or with defective surfaces, sizes, or patterns.
- B. Install interior finish carpentry level, plumb, true, and aligned with adjacent materials.
  - 1. Use concealed shims where necessary for alignment.
  - 2. Scribe and cut interior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.
  - 3. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.
  - 4. Install to tolerance of **1/8 inch in 96 inches** for level and plumb. Install adjoining interior finish carpentry with **1/32-inch** maximum offset for flush installation and **1/16-inch** maximum offset for reveal installation.
  - 5. Coordinate interior finish carpentry with materials and systems in or adjacent to it. Provide cutouts for mechanical and electrical items that penetrate interior finish

---

carpentry.

### 3.4 INSTALLATION OF INTERIOR TRIM

- A. Install trim with minimum number of joints as is practical, using full-length pieces from maximum lengths of lumber available.
  - 1. Do not use pieces less than **24 inches** long, except where necessary.
  - 2. Stagger joints in adjacent and related standing and running trim.
  - 3. Miter at returns, miter at outside corners, and cope at inside corners to produce tight-fitting joints with full-surface contact throughout length of joint.
  - 4. Use scarf joints for end-to-end joints.
  - 5. Plane backs of casings to provide uniform thickness across joints where necessary for alignment.
  - 6. Match color and grain pattern of trim for transparent finish (stain or clear finish) across joints.
  - 7. Install trim after gypsum-board joint finishing operations are completed.
  - 8. Install without splitting; drill pilot holes before fastening where necessary to prevent splitting.
  - 9. Fasten to prevent movement or warping.
  - 10. Countersink fastener heads on exposed carpentry work and fill holes.

### 3.5 ADJUSTING

- A. Replace interior finish carpentry that is damaged or does not comply with requirements.
  - 1. Interior finish carpentry may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing.
- B. Adjust joinery for uniform appearance.

### 3.6 CLEANING

- A. Clean interior finish carpentry on exposed and semi exposed surfaces.
- B. Restore damaged or soiled areas and touch up factory-applied finishes if any.

### 3.7 PROTECTION

- A. Protect installed products from damage from weather and other causes during construction.
- B. Remove and replace finish carpentry materials that are wet, moisture damaged, and mold damaged.
  - 1. Indications that materials are wet, or moisture damaged, include, but are not

- 
2. limited to, discoloration, sagging, or irregular shape.  
Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 06 20 23

---

## SECTION 06 40 23 - INTERIOR ARCHITECTURAL WOODWORK

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Interior standing and running trim for transparent finish.
2. Interior frames and jambs for transparent finish.
3. Miscellaneous materials.
4. Shop priming.
5. Shop finishing.

##### B. Related Requirements:

1. Section 06 10 00 "Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing interior architectural woodwork that are concealed within other construction before interior architectural woodwork installation.
2. Section 06 20 23 "Interior Finish Carpentry" for interior carpentry exposed to view that is not specified in this Section.

#### 1.2 COORDINATION

- ##### A.
- Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections, to ensure that interior architectural woodwork can be supported and installed as indicated.

#### 1.3 ACTION SUBMITTALS

##### A. Product Data:

1. Anchors.
2. Adhesives.
3. Shop finishing materials.

##### B. Shop Drawings:

1. Include the following:
  - a. Dimensioned plans, elevations, and sections.
  - b. Attachment details.
2. Show large-scale details.
3. Show locations and sizes of furring, blocking, and hanging strips, including blocking and reinforcement concealed by construction and specified in other

---

Sections.

4. Apply AWI Quality Certification Program label to Shop Drawings.
- C. Samples: For each exposed product and for each shop-applied color and finish specified.
1. Size:
    - a. Panel Products: **12 inches by 12 inches**.
    - b. Lumber Products: Not less than 5 inches wide by 12 inches long, for each species and cut, finished on one side and one edge.
- D. Samples for Verification: For the following:
1. Lumber for Transparent Finish: Not less than 5 inches wide by 12 inches long, for each species and cut, finished on one side and one edge.
  2. Veneer Leaves: Representative of and selected from flitches to be used for transparent-finished interior architectural woodwork.
  3. Lumber and Panel Products with Shop-Applied Opaque Finish: **5 inches** wide by **12 inches** long for lumber and 8 by 10 inches for panels, for each finish system and color.
    - a. Finish entire exposed surface.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.

#### 1.5 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
1. Manufacturer's Certification: Licensed participant in AWI's Quality Certification Program.
  2. Installer Qualifications: Licensed participant in AWI's Quality Certification Program.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Comply with the Architectural Woodwork Standards, Section 2.
- B. Do not deliver interior architectural woodwork until painting and similar finish operations that might damage woodwork have been completed in installation areas.

- 
- C. Store woodwork in installation areas or in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.
    - 1. Handle and store fire-retardant-treated wood to comply with chemical treatment manufacturer's written instructions.

## 1.7 FIELD CONDITIONS

- A. Environmental Limitations without Humidity Control: Do not deliver or install interior architectural woodwork until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature and relative humidity at levels designed for building occupants for the remainder of the construction period.
- B. Field Measurements: Where interior architectural woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings.
  - 1. Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being concealed by construction, and indicate measurements on Shop Drawings.
- C. Established Dimensions: Where interior architectural woodwork is indicated to fit to other construction, establish dimensions for areas where woodwork is to fit. Provide allowance for trimming at site and coordinate construction to ensure that actual dimensions correspond to established dimensions.

## PART 2 - PRODUCTS

### 2.1 WOODWORK, GENERAL

- A. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of interior architectural woodwork indicated for construction, finishes, installation, and other requirements.
  - 1. Provide labels and certificates from AWI certification program indicating that woodwork and installation complies with requirements of grades specified.

### 2.2 INTERIOR STANDING AND RUNNING TRIM FOR TRANSPARENT FINISH

- A. Architectural Woodwork Standards Grade: Premium.
- B. Hardwood Lumber:
  - 1. Wood Species and Cut: Match species and cut indicated for other types of transparent-finished architectural woodwork located in same area of building unless otherwise indicated.



- 
2. Species: Match existing.
  3. Cut: Plain sliced/plain sawn.
  4. Wood Moisture Content: 5 to 10 percent.
  5. For trim items other than base wider than available lumber, use veneered construction. Do not glue for width.
    - a. For veneered base, use hardwood lumber core, glued for width.
  6. For base wider than available lumber, glue for width. Do not use veneered construction.

## 2.3 INTERIOR FRAMES AND JAMBS FOR TRANSPARENT FINISH

- A. Architectural Woodwork Standards Grade: Premium.
- B. Wood Species and Cut: Match species and cut indicated for other types of transparent-finished architectural woodwork located in same area of building unless otherwise indicated.
  1. Species: Match existing.
  2. Cut: Plain sliced/plain sawn.
  3. Wood Moisture Content: 5 to 10 percent.
- C. For frames or jambs wider than available lumber, use veneered construction. Do not glue for width.
  1. Do not use plain-sawn softwood lumber with exposed, flat surfaces more than **3 inches** wide.

## 2.4 HARDWOOD SHEET MATERIALS

- A. Composite Wood Products: Provide materials that comply with requirements of the Architectural Woodwork Standards for each type of interior architectural woodwork and quality grade specified unless otherwise indicated.

## 2.5 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Nailers: Softwood or hardwood lumber, kiln-dried to less than 15 percent moisture content.
- B. Provide self-drilling screws for metal-framing supports, as recommended by metal-framing manufacturer.
- C. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage.
  1. Provide metal expansion sleeves or expansion bolts for post-installed anchors.
  2. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of

---

exterior walls and at floors.

## 2.6 FABRICATION

- A. Fabricate interior architectural woodwork to dimensions, profiles, and details indicated.
  - 1. Ease edges to radius indicated for the following:
    - a. Edges of Solid-Wood (Lumber) Members: **1/16 inch** unless otherwise indicated.
- B. Complete fabrication, including assembly, to maximum extent possible before shipment to Project site.
  - 1. Disassemble components only as necessary for shipment and installation.
  - 2. Where necessary for fitting at site, provide allowance for scribing, trimming, and fitting.

## 2.7 SHOP FINISHING

- A. Finish interior architectural woodwork with transparent finish at fabrication shop. Defer only final touchup, cleaning, and polishing until after installation.
- B. Preparation for Finishing: Comply with Architectural Woodwork Standards, Section 5 for sanding, filling countersunk fasteners, sealing concealed surfaces, and similar preparations for finishing interior architectural woodwork, as applicable to each unit of work.
  - 1. Back priming: Apply one coat of sealer or primer, compatible with finish coats, to concealed surfaces of interior architectural woodwork. Apply two coats to end-grain surfaces.
- C. Transparent Finish:
  - 1. Architectural Woodwork Standards Grade: Premium.
  - 2. Open Finish for Open-Grain Woods: Do not apply filler to open-grain woods.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Before installation, condition interior architectural woodwork to humidity conditions in installation areas for not less than 72 hours prior to beginning of installation.
- B. Before installing interior architectural woodwork, examine shop-fabricated work for completion and complete work as required, including removal of packing and back

---

priming of concealed surfaces.

### 3.2 INSTALLATION

- A. Grade: Install interior architectural woodwork to comply with same grade as item to be installed.
- B. Assemble interior architectural woodwork and complete fabrication at Project site to the extent that it was not completed during shop fabrication.
- C. Install interior architectural woodwork level, plumb, true in line, and without distortion.
  - 1. Shim as required with concealed shims.
  - 2. Install level and plumb to a tolerance of **1/8 inch in 96 inches**.
- D. Scribe and cut interior architectural woodwork to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- E. Preservative-Treated Wood: Where cut or drilled in field, treat cut ends and drilled holes in accordance with AWPAC M4.
- F. Anchor interior architectural woodwork to anchors or blocking built in or directly attached to substrates.
  - 1. Secure with countersunk, concealed fasteners and blind nailing.
  - 2. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with interior architectural woodwork.
  - 3. For shop-finished items, use filler matching finish of items being installed.
- G. Standing and Running Trim:
  - 1. Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to greatest extent possible.
  - 2. Do not use pieces less than 60 inches long, except where shorter single-length pieces are necessary.
  - 3. Scarf running joints and stagger in adjacent and related members.
  - 4. Install standing and running trim with no more variation from a straight line than **1/8 inch in 96 inches**.

### 3.3 FIELD QUALITY CONTROL

- A. Inspections: Provide inspection of installed Work through AWI's Quality Certification Program certifying that woodwork, including installation, complies with requirements of the Architectural Woodwork Standards for the specified grade.
  - 1. Inspection entity is to prepare and submit report of inspection.

---

### 3.4 REPAIR

- A. Repair damaged and defective interior architectural woodwork, where possible, to eliminate functional and visual defects and to result in interior architectural woodwork being in compliance with requirements of Architectural Woodwork Standards for the specified grade.
- B. Where not possible to repair, replace defective woodwork.
- C. Shop Finish: Touch up finishing work specified in this Section after installation of interior architectural woodwork.
  - 1. Fill nail holes with matching filler where exposed.
  - 2. Apply specified finish coats, including stains and paste fillers if any, to exposed surfaces where only sealer/prime coats are shop applied.

### 3.5 CLEANING

- A. Clean interior architectural woodwork on exposed and semi exposed surfaces.

END OF SECTION 06 40 23

---

## SECTION 06 41 16 - PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Plastic-laminate-clad architectural cabinets.
2. Miscellaneous materials.

#### 1.2 COORDINATION

- ##### A.
- Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to support loads imposed by installed and fully loaded cabinets.

#### 1.3 ACTION SUBMITTALS

##### A. Product Data:

1. Plastic-laminate-clad architectural cabinets.
2. Cabinet hardware and accessories.
3. Miscellaneous materials.

##### B. Product Data Submittals: For each product.

##### C. Shop Drawings:

1. Include plans, elevations, sections, and attachment details.
2. Show large-scale details.
3. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
4. Show locations and sizes of cutouts and holes for items installed in plastic-laminate architectural cabinets.

##### D. Samples: For each exposed product and for each color and texture specified, in manufacturer's or manufacturer's standard size.

##### E. Samples for Verification: For the following:

1. Plastic Laminates: 8 by 10 inches, for each type, color, pattern, and surface finish required.

- 
- a. Provide one sample applied to core material with specified edge material applied to one edge.
  2. Corner Pieces:
    - a. Cabinet-front frame joints between stiles and rails and at exposed end pieces, **18 inches** high by **18 inches** wide by **6 inches** deep.
    - b. Miter joints for standing trim.
  3. Exposed Cabinet Hardware and Accessories: One full-size unit for each type and finish.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer.

#### 1.5 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver cabinets until painting and similar finish operations that might damage architectural cabinets have been completed in installation areas. Store cabinets in installation areas or in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

#### 1.7 FIELD CONDITIONS

- A. Environmental Limitations without Humidity Control: Do not deliver or install cabinets until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature and relative humidity at levels planned for building occupants during the remainder of the construction period.
- B. Field Measurements: Where cabinets are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
  1. Locate concealed framing, blocking, and reinforcements that support cabinets by field measurements before being enclosed/concealed by construction, and

---

indicate measurements on Shop Drawings.

- C. Established Dimensions: Where cabinets are indicated to fit to other construction, establish dimensions for areas where cabinets are to fit. Provide allowance for trimming at site and coordinate construction to ensure that actual dimensions correspond to established dimensions.

## PART 2 - PRODUCTS

### 2.1 PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

- A. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of cabinets indicated for construction, finishes, installation, and other requirements.
  - 1. The Contract Documents contain requirements that are more stringent than the referenced quality standard. Comply with requirements of Contract Documents in addition to those of the referenced quality standard.
- B. Architectural Woodwork Standards Grade: Custom.
- C. Type of Construction: Frameless.
- D. Door and Drawer-Front Style: Flush overlay.
- E. High-Pressure Decorative Laminate: ISO 4586-3, grades as indicated or if not indicated, as required by quality standard.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Formica Corporation
    - b. Wilsonart LLC
- F. Exposed Surfaces:
  - 1. Plastic-Laminate Grade: VGS.
  - 2. Edges: Grade VGS.
  - 3. Pattern Direction: Vertically for drawer fronts, doors, and fixed panels.
- G. Semi exposed Surfaces:
  - 1. Surfaces Other Than Drawer Bodies: Thermally fused laminate panels.
    - a. Edges of Plastic-Laminate Shelves: PVC edge banding, 3.0 mm thick, matching laminate in color, pattern, and finish.
    - b. Edges of Thermally Fused Laminate Panel Shelves: PVC or polyester edge

- 
- banding.
    - c. For semi exposed backs of panels with exposed plastic-laminate surfaces, provide surface of high-pressure decorative laminate, ISO 4586-3, grade to match exposed surface.
  - 2. Drawer Sides and Backs: Solid-hardwood lumber.
  - 3. Drawer Bottoms: Hardwood plywood.
  - H. Concealed Backs of Panels with Exposed Plastic-Laminate Surfaces: High-pressure decorative laminate, ISO 4583-3, grade to match exposed surface.
  - I. Drawer Construction: Fabricate with exposed fronts fastened to subfront with mounting screws from interior of body.
    - 1. Join subfronts, backs, and sides with glued rabbeted joints supplemented by mechanical fasteners.
  - J. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
    - 1. As selected by Architect from laminate manufacturer's full range in the following categories:
      - a. Solid colors, matte finish.
      - b. Solid colors with core same color as surface, matte finish.
      - c. Wood grains, matte finish.
      - d. Patterns, matte finish.

## 2.2 WOOD MATERIALS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
  - 1. Wood Moisture Content: 5 to 10 percent.
- B. Composite Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
  - 1. Semi concealed Hinges for Flush Doors: ANSI/BHMA A156.9, B01361.
  - 2. Semi concealed Hinges for Overlay Doors: ANSI/BHMA A156.9, B01521.
  - 3. Standard Duty (Grade 1 and Grade 2): **Side mount and extending under bottom edge of drawer.**
  - 4. Heavy-Duty (Grade 1HD-100 and Grade 1HD-200): Side mount.
    - a. Type: Full extension.
    - b. Material: Galvanized steel ball bearing slides.
  - 5. Pencil drawers not more than **3 inches** high and not more than **24 inches** wide,



- 
- provide 50 lb load capacity.
  6. General-purpose drawers more than **3 inches** high, but not more than **6 inches** high and not more than **24 inches** wide, provide 75 lb load capacity.
  7. File drawers more than **6 inches** high or more than **24 inches** wide, provide 100 lb load capacity.
  8. Lateral file drawers more than **6 inches** high and more than **24 inches** but not more than **30 inches** wide, provide 150 lb load capacity.
  9. Lateral file drawers more than **6 inches** high and more than **30 inches** wide, provide 200 lb load capacity.
  10. Computer keyboard tray, provide [**75 lb**] <Insert weight> load capacity.
  11. Color: Black.
  12. Dark, Oxidized, Satin Bronze, Oil Rubbed: ANSI/BHMA 613 for bronze base; ANSI/BHMA 640 for steel base; match Architect's sample.
  13. Bright Brass, Clear Coated: ANSI/BHMA 605 for brass base; ANSI/BHMA 632 for steel base.
  14. Bright Brass, Vacuum Coated: ANSI/BHMA 723 for brass base; ANSI/BHMA 729 for zinc-coated-steel base.
  15. Satin Brass, Blackened, Bright Relieved, Clear Coated: ANSI/BHMA 610 for brass base; ANSI/BHMA 636 for steel base.
  16. Satin Chromium Plated: ANSI/BHMA 626 for brass or bronze base; ANSI/BHMA 652 for steel base.
  17. Bright Chromium Plated: ANSI/BHMA 625 for brass or bronze base; ANSI/BHMA 651 for steel base.
  18. Satin Stainless Steel: ANSI/BHMA 630.

## 2.3 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln-dried to less than 15 percent moisture content.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.
- C. Adhesive for Bonding Plastic Laminate: Type II water-resistant type as selected by fabricator to comply with requirements.

## 2.4 FABRICATION

- A. Fabricate architectural cabinets to dimensions, profiles, and details indicated.
- B. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
  1. Trial fit assemblies at manufacturer's shop that cannot be shipped completely

---

assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements before disassembling for shipment.

- C. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Before installation, condition cabinets to humidity conditions in installation areas for not less than 72 hours.

### 3.2 INSTALLATION

- A. Architectural Woodwork Standards Grade: Install cabinets to comply with quality standard grade of item to be installed.
- B. Assemble cabinets and complete fabrication at Project site to extent that it was not completed in the shop.
- C. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with wafer-head cabinet installation screws.
- D. Install cabinets level, plumb, and true in line to a tolerance of **1/8 inch in 96 inches** using concealed shims.
  - 1. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
  - 2. Install cabinets without distortion so doors and drawers fit openings and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
  - 3. Fasten wall cabinets through back, near top and bottom, and at ends not more than **16 inches** o.c. with No. 10 wafer-head screws sized for not less than 1-1/2-inch penetration into wood framing, blocking, or hanging strips, No. 10 wafer-head sheet metal screws through metal backing or metal framing behind wall finish.

---

3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective cabinets, where possible, to eliminate functional and visual defects. Where not possible to repair, replace architectural cabinets. Adjust joinery for uniform appearance.
- B. Clean, lubricate, and adjust hardware.
- C. Clean cabinets on exposed and semi exposed surfaces.

END OF SECTION 06 41 16

## SECTION 07 21 00 - THERMAL INSULATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Glass-fiber blanket insulation.

#### 1.2 ACTION SUBMITTALS

##### A. Product Data:

1. Glass-fiber blanket insulation.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Installer's Certification: Listing type, manufacturer, and R-value of insulation installed in each element of the building thermal envelope.
- B. Product Test Reports: For each product, for tests performed by a qualified testing agency.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Maximum flame-spread and smoke-developed indexes less than 25 and 450 when tested in accordance with ASTM E84.

- 
- B. Fire-Resistance Ratings: Comply with ASTM E119 or UL 263; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
    - 1. Indicate design designations from UL's "Fire Resistance Directory" or from listings of another qualified testing agency.
  - C. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.
  - D. Labeling: Provide identification of mark indicating R-value of each piece of insulation **12 inches** and wider in width.
  - E. Thermal-Resistance Value (R-Value): R-value as indicated on Drawings in accordance with ASTM C518.

## 2.2 GLASS-FIBER BLANKET INSULATION

- A. Glass-Fiber Blanket Insulation, Kraft Faced: ASTM C665, Type II (nonreflective faced), Class C (faced surface not rated for flame propagation); Category 1 (membrane is a vapor barrier).
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. CertainTeed; SAINT-GOBAIN
    - b. Johns Manville; a Berkshire Hathaway company
    - c. Owens Corning

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Clean substrates of substances that are harmful to insulation, including removing projections capable of puncturing insulation or vapor retarders, or that interfere with insulation attachment.

### 3.2 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and applications.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.

- 
- C. Install insulation with manufacturer's R-value label exposed after insulation is installed.
  - D. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
  - E. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

### 3.3 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION

- A. Blanket Insulation: Install in cavities formed by framing members according to the following requirements:
  - 1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
  - 2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
  - 3. Maintain **3-inch** clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
  - 4. For metal-framed wall cavities where cavity heights exceed **96 inches**, support unfaced blankets mechanically and support faced blankets by taping flanges of insulation to flanges of metal studs.
  - 5. For wood-framed construction, install blankets in accordance with ASTM C1320 and as follows:
    - a. With faced blankets having stapling flanges, lap blanket flange over flange of adjacent blanket to maintain continuity of vapor retarder once finish material is installed over it.
  - 6. Vapor-Retarder-Faced Blankets: Tape joints and ruptures in vapor-retarder facings, and seal each continuous area of insulation to ensure airtight installation.
    - a. Exterior Walls: Set units with facing placed toward interior of construction.
- B. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:
  - 1. Glass-Fiber Insulation: Compact to approximately 40 percent of normal maximum volume equaling a density of approximately **2.5 lb/cu. ft.**

### 3.4 PROTECTION

- A. Protect installed insulation from damage due to harmful weather exposures, physical

---

abuse, and other causes.

- B. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION 07 21 00

---

## SECTION 07 92 00 - JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Silicone joint sealants.
2. Urethane joint sealants.
3. Butyl joint sealants.
4. Latex joint sealants.

#### 1.2 ACTION SUBMITTALS

##### A. Product Data:

1. Silicone joint sealants.
2. Urethane joint sealants.
3. Butyl joint sealants.
4. Latex joint sealants.

##### B. Samples for Initial Selection: Manufacturer's standard color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

##### C. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

#### 1.3 INFORMATIONAL SUBMITTALS

##### A. Preconstruction Laboratory Test Schedule: Include the following information for each joint sealant and substrate material to be tested:

1. Joint-sealant location and designation.
2. Manufacturer and product name.
3. Type of substrate material.
4. Proposed test.
5. Number of samples required.

##### B. Field Quality-Control Reports: For field-adhesion-test reports, for each sealant application tested.



- 
- C. Sample warranties.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Manufacturers' special warranties.
- B. Installer's special warranties.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Authorized representative who is trained and approved by manufacturer.

#### 1.6 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
  - 2. When joint substrates are wet.
  - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

#### 1.7 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
  - 1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
  - 2. Disintegration of joint substrates from causes exceeding design specifications.
  - 3. Mechanical damage caused by individuals, tools, or other outside agents.
  - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

---

## PART 2 - PRODUCTS

### 2.1 SOURCE LIMITATIONS

- A. Obtain joint sealants from single manufacturer for each sealant type.

### 2.2 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

### 2.3 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

- 
1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
  3. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    - a. Metal.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
1. Do not leave gaps between ends of sealant backings.
  2. Do not stretch, twist, puncture, or tear sealant backings.
  3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

- 
1. Place sealants so they directly contact and fully wet joint substrates.
  2. Completely fill recesses in each joint configuration.
  3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants in accordance with requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
1. Remove excess sealant from surfaces adjacent to joints.
  2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  3. Provide concave joint profile in accordance with Figure 8A in ASTM C1193 unless otherwise indicated.

### 3.4 FIELD QUALITY CONTROL

#### A. Tests and Inspections:

1. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
  - a. Extent of Testing: Test completed and cured sealant joints as follows:
    - 1) Perform one test for each 50 ft. of joint length thereafter or one test per each floor per elevation.
  - b. Test Method: Test joint sealants in accordance with Method A, Tail Procedure, in ASTM C1521.
    - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
  - c. Inspect tested joints and report on the following:
    - 1) Whether sealants filled joint cavities and are free of voids.
    - 2) Whether sealant dimensions and configurations comply with specified requirements.
    - 3) Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.
  - d. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant

---

dimensions.

- e. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

- 2. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

- B. Prepare test and inspection reports.

### 3.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### 3.6 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 07 92 00

---

## SECTION 08 14 16 - FLUSH WOOD DOORS

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Solid-core five-ply flush wood veneer-faced doors and transom panels for transparent finish.

##### B. Related Requirements:

1. Section 06 40 23 "Interior Architectural Woodwork" for wood door frames.

#### 1.2 ACTION SUBMITTALS

##### A. Product Data:

1. Solid-core five-ply flush wood veneer-faced doors and transom panels for transparent finish.

##### B. Product Data Submittals: For each product, including the following:

1. Door core materials and construction.
2. Door edge construction
3. Door face type and characteristics.
4. Door trim for openings.
5. Door frame construction.
6. Factory-finishing specifications.

##### C. Shop Drawings: Indicate location, size, and hand of each door; elevation of each type of door; construction details not covered in Product Data; and the following:

1. Door schedule indicating door and frame location, type, size, fire protection rating, and swing.
2. Door elevations, dimension and locations of hardware, lite and louver cutouts, and glazing thicknesses.
3. Details of frame for each frame type, including dimensions and profile.
4. Details of electrical raceway and preparation for electrified hardware, access control systems, and security systems.
5. Dimensions and locations of blocking for hardware attachment.
6. Dimensions and locations of mortises and holes for hardware.
7. Clearances and undercuts.
8. Requirements for veneer matching.
9. Doors to be factory finished and application requirements.
10. Apply AWI Quality Certification Program label to Shop Drawings.

---

D. Samples for Verification:

1. Factory finishes applied to actual door face materials, approximately **8 by 10 inches**, for each material and finish. For each wood species and transparent finish, provide set of three Samples showing typical range of color and grain to be expected in finished Work.
2. Frames for light openings, **6 inches** long, for each material, type, and finish required.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For door inspector.
- B. Field quality-control reports.
- C. Sample Warranty: For special warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Special warranties.
- B. Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.

1.5 QUALITY ASSURANCE

- A. Manufacturer's Certification: Licensed participant in AWI's Quality Certification Program.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Comply with requirements of referenced standard and manufacturer's written instructions.
- B. Package doors individually in cardboard cartons and wrap bundles of doors in plastic sheeting.
- C. Mark each door on bottom rail with opening number used on Shop Drawings.

1.7 FIELD CONDITIONS

- A. Environmental Limitations:
  1. Do not deliver or install doors until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, and HVAC system is operating and maintaining temperature and relative humidity at levels designed for building occupants for the remainder of construction period.

- 
2. Do not deliver or install doors until building is enclosed and weathertight, wet work is complete, and HVAC system is operating and maintaining temperature between **60 and 90 deg F** and relative humidity between 25 and 55 percent during remainder of construction period.

## 1.8 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace doors and frames that fail in materials or workmanship within specified warranty period.
  1. Failures include, but are not limited to, the following:
    - a. Delamination of veneer.
    - b. Warping (bow, cup, or twist) more than **1/4 inch** in a **42-by-84-inch** section.
    - c. Telegraphing of core construction in face veneers exceeding **0.01 inch in a 3-inch** span.
  2. Warranty also includes installation and finishing that may be required due to repair or replacement of defective doors and frames.
  3. Warranty Period for Solid-Core Interior Doors: Life of installation.

## PART 2 - PRODUCTS

### 2.1 SOURCE LIMITATIONS

- A. Obtain flush wood doors indicated to be blueprint matched with paneling from single manufacturer.

### 2.2 PERFORMANCE REQUIREMENTS

#### 2.3 FLUSH WOOD DOORS AND FRAMES, GENERAL

- A. Quality Standard: In addition to requirements specified, comply with AWI/AWMAC/WI's "Architectural Woodwork Standards."
  1. Provide labels from AWI certification program indicating that doors and frames comply with requirements of grades specified.
  2. The Contract Documents contain requirements that are more stringent than the referenced quality standard. Comply with the Contract Documents in addition to those of the referenced quality standard.

#### 2.4 SOLID-CORE FIVE-PLY FLUSH WOOD VENEER-FACED DOORS AND TRANSOM PANELS FOR TRANSPARENT FINISH

- A. Interior Doors, Solid-Core Five-Ply Veneer-Faced:
  1. Manufacturers: Subject to compliance with requirements, available



---

manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- a. Lynden Door, Inc.
  - b. Oregon Door
  - c. VT Industries, Inc.
2. Performance Grade: ANSI/WDMA I.S. 1A Heavy Duty.
3. ANSI/WDMA I.S. 1A Quality Grade: Premium.
4. Architectural Woodwork Standards Quality Grade: Premium.
5. Faces: Single-ply wood veneer not less than **1/50 inch** thick.
  - a. Species: Match existing.
  - b. Cut: Plain sliced (flat sliced).
  - c. Match between Veneer Leaves: Book match.
  - d. Assembly of Veneer Leaves on Door Faces: Balance match.
  - e. Pair and Set Match: Provide for doors hung in same opening.
  - f. Room Match:
    - 1) Match door faces within each separate room or area of building. Corridor-door faces do not need to match where they are separated by 10 feet or more.
    - 2) Provide door faces of compatible color and grain within each separate room or area of building.
  - g. Transom Match: Continuous match.
6. Exposed Vertical and Top Edges: Same species as faces - Architectural Woodwork Standards edge Type A.
7. Core for Non-Fire-Rated Doors:
  - a. ANSI A208.1, Grade LD-1 particleboard.
    - 1) Blocking: Provide wood blocking in particleboard-core doors as needed to eliminate through-bolting hardware.
      - a) **5-inch** top-rail blocking, in doors indicated to have closers.
      - b) **5-inch** bottom-rail blocking, in exterior doors and doors indicated to have kick, mop, or armor plates.
      - c) **5-inch** midrail blocking, in doors indicated to have exit devices.
    - 2) Provide doors with glued-wood-stave cores instead of particleboard cores for doors scheduled to receive exit devices in Section 08 71 11 "Door Hardware (Descriptive Specification)."
8. Construction: Five plies, hot-pressed bonded (vertical and horizontal edging is bonded to core), with entire unit abrasive planed before veneering.

---

## 2.5 FABRICATION

- A. Factory fit doors to suit frame-opening sizes indicated.
  - 1. Comply with clearance requirements of referenced quality standard for fitting unless otherwise indicated.
- B. Factory machine doors for hardware that is not surface applied.
  - 1. Locate hardware to comply with DHI-WDHS-3.
  - 2. Comply with final hardware schedules, door frame Shop Drawings, ANSI/BHMA-156.115-W, and hardware templates.
  - 3. Coordinate with hardware mortises in metal frames, to verify dimensions and alignment before factory machining.
  - 4. For doors scheduled to receive electrified locksets, provide factory-installed raceway and wiring to accommodate specified hardware.
- C. Transom and Side Panels:
  - 1. Fabricate matching panels with same construction, exposed surfaces, and finish as specified for associated doors.
  - 2. Finish bottom edges of transoms and top edges of rabbeted doors same as door stiles.
  - 3. Fabricate door and transom panels with full-width, solid-lumber meeting rails.
- D. Openings: Factory cut and trim openings through doors.
  - 1. Light Openings: Trim openings with moldings of material and profile indicated.
  - 2. Glazing: Factory install glazing in doors indicated to be factory finished. Comply with applicable requirements in Section 08 80 00 "Glazing."

## 2.6 FACTORY FINISHING

- A. Comply with referenced quality standard for factory finishing.
  - 1. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.
  - 2. Finish faces, all four edges, edges of cutouts, and mortises.
  - 3. Stains and fillers may be omitted on bottom edges, edges of cutouts, and mortises.
- B. Factory finish doors that are indicated on Drawings to receive transparent finish.
- C. Transparent Finish:
  - 1. Architectural Woodwork Standards Grade: Premium.
    - a. System-5, Varnish, Conversion.
  - 2. ANSI/WDMA I.S. 1A Grade: Premium.

- 
- a. TR-4 Conversion Varnish.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine doors and installed door frames, with Installer present, before hanging doors.
  - 1. Verify that installed frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
  - 2. Reject doors with defects.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Hardware: For installation, see Section 08 71 11 "Door Hardware (Descriptive Specification)."
- B. Install doors and frames to comply with manufacturer's written instructions and referenced quality standard, and as indicated.
- C. Install frames level, plumb, true, and straight.
  - 1. Shim as required with concealed shims. Install level and plumb to a tolerance of **1/8 inch in 96 inches**.
  - 2. Anchor frames to anchors or blocking built in or directly attached to substrates.
    - a. Secure with countersunk, concealed fasteners and blind nailing.
    - b. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with woodwork.
      - 1) For factory-finished items, use filler matching finish of items being installed.
- D. Job-Fitted Doors:
  - 1. Align and fit doors in frames with uniform clearances and bevels as indicated below.
    - a. Do not trim stiles and rails in excess of limits set by manufacturer or permitted for fire-rated doors.
  - 2. Machine doors for hardware.
  - 3. Seal edges of doors, edges of cutouts, and mortises after fitting and machining.
  - 4. Clearances:
    - a. Provide **1/8 inch** at heads, jambs, and between pairs of doors.

- 
- b. Provide **1/8 inch** from bottom of door to top of decorative floor finish or covering unless otherwise indicated on Drawings.
  - E. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.
  - F. Factory-Finished Doors: Restore finish before installation if fitting or machining is required at Project site.

### 3.3 ADJUSTING

- A. Operation: Rehang or replace doors that do not swing or operate freely.
- B. Finished Doors: Replace doors that are damaged or that do not comply with requirements. Doors may be repaired or refinished if Work complies with requirements and shows no evidence of repair or refinishing.

END OF SECTION 08 14 16

---

## SECTION 08 71 11 - DOOR HARDWARE (DESCRIPTIVE SPECIFICATION)

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Hinges.
2. Mortise locks.
3. Lock cylinders.
4. Surface closers.
5. Wall- and floor-mounted stops.

##### B. Related Requirements:

1. Section 06 41 16 "Plastic-Laminate-Clad Architectural Cabinets" for cabinet door hardware provided with cabinets.

#### 1.2 COORDINATION

- A. Installation Templates: Distribute for doors, frames, and other work specified to be factory prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- B. Existing Openings: Where hardware components are scheduled for application to existing construction or where modifications to existing door hardware are required, field-verify existing conditions and coordinate installation of door hardware to suit opening conditions and to provide proper door operation.

#### 1.3 ACTION SUBMITTALS

##### A. Product Data:

1. Hinges.
2. Mortise locks.
3. Lock cylinders.
4. Surface closers.
5. Wall- and floor-mounted stops.
6. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

##### B. Product Data Submittals: For each product.

##### C. Door Hardware Schedule: Prepared by or under the supervision of Installer's

---

Architectural Hardware Consultant. Coordinate door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.

1. Submittal Sequence: Submit door hardware schedule concurrent with submissions of product data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in Project construction schedule.
  2. Format: Use same scheduling sequence and format and use same door numbers as in door hardware schedule in the Contract Documents.
  3. Content: Include the following information:
    - a. Identification number, location, hand, fire rating, size, and material of each door and frame.
    - b. Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
    - c. Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.
    - d. Fastenings and other installation information.
    - e. Explanation of abbreviations, symbols, and designations contained in door hardware schedule.
    - f. Mounting locations for door hardware.
- D. Keying Schedule: Prepared by or under the supervision of Installer's Architectural Hardware Consultant, detailing Owner's final keying instructions for locks. Include schematic keying diagram and index each key set to unique door designations that are coordinated with the Contract Documents.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of door hardware to include in maintenance manuals.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and of an Architectural Hardware Consultant who is available during the course of the Work to consult Contractor, Architect, and Owner about door hardware and keying.
1. Warehousing Facilities: In Project's vicinity.
  2. Scheduling Responsibility: Preparation of door hardware and keying schedule.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lockup for door hardware delivered to Project site.

- 
- B. Tag each item or package separately with identification coordinated with the final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.
  - C. Deliver keys and permanent cores to Owner by registered mail or overnight package service.

## 1.7 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures, including excessive deflection, cracking, or breakage.
    - b. Faulty operation of doors and door hardware.
    - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
  - 2. Warranty Period: Three years from date of Substantial Completion unless otherwise indicated below:

## PART 2 - PRODUCTS

### 2.1 SOURCE LIMITATIONS

- A. Obtain each type of door hardware from single manufacturer.

### 2.2 PERFORMANCE REQUIREMENTS

- A. Means of Egress Doors: Latches do not require more than **15 lbf** to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.
- B. Accessibility Requirements: For door hardware on doors in an accessible route, comply with ICC A117.1.
  - 1. Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than **5 lbf**.
  - 2. Comply with the following maximum opening-force requirements:
    - a. Interior, Non-Fire-Rated Hinged Doors: **5 lbf** applied perpendicular to door.
    - b. Sliding or Folding Doors: **5 lbf** applied parallel to door at latch.
  - 3. Adjust door closer sweep periods so that, from an open position of 90 degrees, the door will take at least 5 seconds to move to a position of 12 degrees from the latch.
  - 4. Adjust spring hinges so that, from an open position of 70 degrees, the door will

---

take at least 1.5 seconds to move to the closed position.

## 2.3 HINGES

### A. Hinges: ANSI/BHMA A156.1.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Baldwin; part of the Spectrum Brands Hardware and Home Improvement Group (HHI)
  - b. McKinney Products Company; ASSA ABLOY Accessories and Door Controls Group, Inc.; ASSA ABLOY

### B. Plain-Bearing Hinges: Grade 3 (standard weight).

1. Mounting: Full mortise (butts).
2. Base and Pin Metal: Steel with steel pin.
3. Pins: Nonrising loose unless otherwise indicated.
  - a. Outswinging Corridor Doors with Locks: Nonremovable.
4. Tips: Flat button.
5. Corners: Square.

## 2.4 MECHANICAL LOCKS AND LATCHES

### A. Lock Functions: As indicated in door hardware schedule.

### B. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:

1. Mortise Locks: Minimum **3/4-inch** latchbolt throw.

### C. Lock Backset: **2-3/4 inches** unless otherwise indicated.

### D. Lock Trim:

1. Description: As indicated on Drawings.
2. Levers: Cast.
  - a. Construction: Solid.
3. Escutcheons (Roses): Cast.
4. Dummy Trim: Match lever lock trim and escutcheons.

### E. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved



---

lip extended to protect frame; finished to match lock or latch.

1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
- F. Mortise Locks: ANSI/BHMA A156.13, Operational Grade 1; stamped steel case with steel or brass parts; Series 1000.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Adams Rite Manufacturing Company, an ASSA ABLOY Group company
    - b. BEST Access Solutions, Inc.; dormakaba USA Inc.
    - c. Corbin Russwin, Inc.; an ASSA ABLOY Group company

## 2.5 LOCK CYLINDERS

- A. Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver. Provide cylinder from same manufacturer of locking devices.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. BEST Access Solutions, Inc.; dormakaba USA Inc.
    - b. Corbin Russwin, Inc.; an ASSA ABLOY Group company
- B. Standard Lock Cylinders: ANSI/BHMA A156.5, Grade 1 permanent cores; face finished to match lockset.
1. Core Type: Removable.
  2. Number of Pins: Seven.
  3. Lock Type: Mortise type.
- C. Construction Master Keys: Provide cylinders with feature that permits voiding of construction keys without cylinder removal. Provide 5 construction master keys.
- D. Construction Cores: Provide construction cores that are replaceable by permanent cores. Provide 5 construction master keys.

## 2.6 KEYING

- A. Keying System: Factory registered, complying with guidelines in ANSI/BHMA A156.28, appendix. Provide one extra key blank for each lock.
1. Existing System:
    - a. Master key or grand master key locks to Owner's existing system.

- 
2. Keyed Alike: Key all cylinders to same change key.

- B. Keys: Brass.

## 2.7 SURFACE CLOSERS

- A. Surface Closers: ANSI/BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written instructions for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- a. Corbin Russwin, Inc.; an ASSA ABLOY Group company
- b. STANLEY; dormakaba USA, Inc.

- B. Cast-Aluminum Surface Closers: Grade 1; traditional type with mechanism enclosed in cast-aluminum alloy shell.

1. Mounting: Hinge side.
2. Type: Regular arm.

- C. Surface Closer with Cover: Grade 1; modern type with mechanism enclosed in cover.

1. Mounting: Hinge side.
2. Type: Regular arm.
3. Cover Material: Aluminum.

## 2.8 MECHANICAL STOPS AND HOLDERS

- A. Wall- and Floor-Mounted Stops: ANSI/BHMA A156.16; polished cast-brass, -bronze, or -aluminum base metal.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- a. Baldwin; part of the Spectrum Brands Hardware and Home Improvement Group (HHI)
- b. Rockwood Manufacturing Company; ASSA ABLOY Accessories and Door Controls Group, Inc.; ASSA ABLOY

- B. Rigid-Type Floor Stop: Grade 1; with rubber bumper.

1. Installation: Surface-screw installation.

- 
- C. Wall Bumpers: Grade 1; with rubber bumper; **2-1/2-inch** diameter, minimum **3/4-inch** projection from wall; with backplate for concealed fastener installation.

- 1. Bumper Configuration: Concave.

## 2.9 FABRICATION

- A. Manufacturer's Nameplate: Do not provide products that have manufacturer's name or trade name displayed in a visible location except in conjunction with required fire-rating labels and as otherwise approved by Architect.

- 1. Manufacturer's identification is permitted on rim of lock cylinders only.

- B. Base Metals: Produce door hardware units of base metal indicated, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and ANSI/BHMA A156.18.

- C. Fasteners: Provide door hardware manufactured to comply with published templates prepared for machine, wood, and sheet metal screws. Provide screws that comply with commercially recognized industry standards for application intended; however, aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware unless otherwise indicated.

- 1. Gasketing Fasteners: Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.

## 2.10 FINISHES

- A. Provide finishes complying with ANSI/BHMA A156.18 as indicated in door hardware schedule.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor

---

construction, and other conditions affecting performance of the Work.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Wood Doors: Comply with door and hardware manufacturers' written instructions.

### 3.3 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.
1. Wood Doors: DHI's "Recommended Locations for Architectural Hardware for Wood Flush Doors."
- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.
1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
  2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.
- C. Hinges: Install types and in quantities indicated in door hardware schedule, but not fewer than the number recommended by manufacturer for application indicated or one hinge for every **30 inches** of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.
- D. Lock Cylinders: Install construction cores to secure building and areas during construction period.
1. Replace construction cores with permanent cores as directed by Owner.
- E. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.

### 3.4 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

- 
1. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.

### 3.5 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

### 3.6 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

END OF SECTION 08 71 11

---

## SECTION 09 22 16 - NON-STRUCTURAL METAL FRAMING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Framing systems.

#### 1.2 ACTION SUBMITTALS

- A. Product Data:
  - 1. Framing systems.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of code-compliance certification for studs and tracks.

#### 1.4 QUALITY ASSURANCE

- A. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of the Steel Stud Manufacturers Association.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Notify manufacturer of damaged materials received prior to installation.
- B. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Protect cold-formed metal framing from corrosion, deformation, and other damage during delivery, storage, and handling as required by AISI S202, "Code of Standard Practice for Cold-Formed Steel Structural Framing."

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Horizontal Deflection: For non-composite wall assemblies, limited to 1/240 of the wall

---

height based on horizontal loading of 10 lbf/sq. ft..

- B. Design framing systems in accordance with AISI S220, "North American Specification for the Design of Cold-Formed Steel Framing - Nonstructural Members," unless otherwise indicated.

## 2.2 FRAMING SYSTEMS

- A. Framing Members, General: Comply with AISI S220 for conditions indicated.
1. Steel Sheet Components: Comply with AISI S220 requirements for metal unless otherwise indicated
  2. Protective Coating: Comply with AISI S220; ASTM A653/A653M, **G40**; or coating with equivalent corrosion resistance. Galvannealed products are unacceptable.
    - a. Coating demonstrates equivalent corrosion resistance with an evaluation report acceptable to authorities having jurisdiction.
- B. Studs and Track: AISI S220.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. CEMCO; California Expanded Metal Products Co.
    - b. SCAFCO Steel Stud Company; Stone Group of Companies
  2. Minimum Base-Steel Thickness: As indicated on Drawings.
  3. Depth: As indicated on Drawings.
- C. Slip-Type Head Joints: Where indicated, provide one of the following:
1. Single Long-Leg Track System: Top track with **2-inch-** deep flanges in thickness not less than indicated for studs, installed with studs friction fit into top track and with continuous bridging located within **12 inches** of the top of studs to provide lateral bracing.
  2. Double-Track System: Top outer tracks, inside track with **2-inch-** deep flanges in thickness not less than indicated for studs and fastened to studs, and outer track sized to friction-fit over inner track.
  3. Deflection Track: Steel sheet top track manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.
    - a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      - 1) CEMCO; California Expanded Metal Products Co.
      - 2) SCAFCO Steel Stud Company; Stone Group of Companies

---

## 2.3 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
  - 1. Fasteners for Steel Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C754.
  - 1. Gypsum Plaster Assemblies: Also comply with requirements in ASTM C841 that apply to framing installation.
  - 2. Gypsum Board Assemblies: Also comply with requirements in ASTM C840 that apply to framing installation.
- B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.
- C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- D. Install bracing at terminations in assemblies.
- E. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

### 3.3 INSTALLATION OF FRAMING SYSTEMS

- A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
  - 1. Single-Layer Application: As required by horizontal deflection performance requirements unless otherwise indicated.
  - 2. Tile Backing Panels: As required by horizontal deflection performance requirements unless otherwise indicated.
- B. Install studs so flanges within framing system point in same direction.



- 
- C. Install tracks at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts that penetrate partitions above ceiling.
    - 1. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install track section (for cripple studs) at head and secure to jamb studs.
      - a. Install two studs at each jamb unless otherwise indicated.
    - 2. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
  - D. Installation Tolerance: Install each framing member so fastening surfaces vary not more than **1/8 inch** from the plane formed by faces of adjacent framing.

END OF SECTION 09 22 16

---

## SECTION 09 29 00 - GYPSUM BOARD

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Interior gypsum board.

B. Related Requirements:

1. Section 093013 "Ceramic Tiling" for cementitious backer units installed as substrates for ceramic tile.

#### 1.2 ACTION SUBMITTALS

A. Product Data: For the following:

1. Gypsum wallboard.

B. Shop Drawings: Show locations and installation of control and expansion joints, including plans, elevations, sections, details of components, and attachments to other work.

C. Samples: For the following products:

1. Trim Accessories: Full-size Sample in **12-inch-** long length for each trim accessory indicated.

#### 1.3 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

#### 1.4 FIELD CONDITIONS

A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.

B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.

C. Do not install panels that are wet, moisture damaged, and mold damaged.

- 
1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

## PART 2 - PRODUCTS

### 2.1 SOURCE LIMITATIONS

- A. Obtain each type of gypsum panel and joint finishing material from single source with resources to provide products of consistent quality in appearance and physical properties.

### 2.2 GYPSUM BOARD, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

### 2.3 INTERIOR GYPSUM BOARD

- A. Gypsum Wallboard: ASTM C1396/C1396M.
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. American Gypsum
    - b. USG Corporation
  2. Thickness: **5/8 inch**.
  3. Long Edges: Tapered.

### 2.4 TRIM ACCESSORIES

- A. Interior Trim: ASTM C1047.
  1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.
  2. Shapes:
    - a. Bullnose bead.
    - b. L-Bead: L-shaped; exposed long flange receives joint compound.

### 2.5 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C475/C475M.

- 
- B. Joint Tape:
    - 1. Interior Gypsum Board: Paper.
  - C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
    - 1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
    - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
      - a. Use setting-type compound for installing paper-faced metal trim accessories.
    - 3. Fill Coat: For second coat, use setting-type, sandable topping compound.
    - 4. Finish Coat: For third coat, use setting-type, sandable topping compound.

## 2.6 AUXILIARY MATERIALS

- A. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Steel Drill Screws: ASTM C1002 unless otherwise indicated.
  - 1. Use screws complying with ASTM C954 for fastening panels to steel members from **0.033 to 0.112 inch** thick.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION AND FINISHING OF PANELS, GENERAL

- A. Comply with ASTM C840.
- B. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than **1/16 inch** of open space between panels. Do not force into place.

- 
- C. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
  - D. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

### 3.3 INSTALLATION OF INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
  - 1. Wallboard Type: As indicated on Drawings.
  - 2. Type X: Where required for fire-resistance-rated assembly.
- B. Single-Layer Application:
  - 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
  - 2. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
    - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
  - 3. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

### 3.4 INSTALLATION OF TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Interior Trim: Install in the following locations:
  - 1. Cornerbead: Use at outside corners.

### 3.5 FINISHING OF GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints and damaged surface areas.

- 
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
  - D. Gypsum Board Finish Levels: Finish panels to levels indicated below and in accordance with ASTM C840:
    - 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
    - 2. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
      - a. Primer and its application to surfaces are specified in Section 09 91 23 "Interior Painting."

### 3.6 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 09 29 00

## SECTION 09 30 13 - CERAMIC TILING

## PART 1 - GENERAL

## 1.1 SUMMARY

## A. Section Includes:

1. Porcelain tile.
2. Thresholds.
3. Tile backing panels.
4. Waterproof membranes.
5. Setting material.
6. Grout materials.

## 1.2 DEFINITIONS

- A. General: Definitions in ANSI A108 series of tile installation standards and in ANSI A137.1 apply to Work of this Section unless otherwise specified.
- B. Face Size: Actual tile size, excluding spacer lugs.
- C. Large Format Tile: Tile with at least one edge **15 inches** or longer.

## 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Show locations, plans, and elevations, of each type of tile and tile pattern. Show widths, details, and locations of movement joints in tile substrates and finished tile surfaces.
- C. Samples for Initial Selection: For tile, grout, and accessories involving color selection or shade variation.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Certificates: For each type of product, including product use classification.
- C. Product Test Reports:
  1. Tile-setting and -grouting products.
  2. Certified porcelain tile.

- 
- D. Field Quality-Control Reports: Water test reports of membrane in wet areas.

## 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Extra Stock Material: Furnish extra materials, from the same production run, to Owner that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Tile and Trim Units: Furnish quantity of full-size units equal to 3 percent of amount installed for each type, composition, color, pattern, and size indicated.
  - 2. Grout: Furnish quantity of grout equal to 3 percent of amount installed for each type, composition, and color indicated.

## 1.6 QUALITY ASSURANCE

- A. Installer Qualifications:
  - 1. Installer is a Five-Star member of the National Tile Contractors Association, or, a Trowel of Excellence member of the Tile Contractors' Association of America.
  - 2. Installer employs at least one installer for Project that has completed the Advanced Certification for Tile Installers (ACT) certification for installation of mud floors, mud walls, membranes, shower receptors, and, large format tile.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirements in ANSI A137.1 for labeling tile packages.
- B. Store tile and cementitious materials on elevated platforms, under cover, and in a dry location.
- C. Store aggregates where grading and other required characteristics can be maintained, and contamination can be avoided.
- D. Store liquid materials in unopened containers and protected from freezing.

## 1.8 FIELD CONDITIONS

- A. Environmental Limitations: Do not install tile until construction in spaces is complete and ambient temperature and humidity conditions are maintained at the levels indicated in referenced standards and manufacturer's written instructions.

## 1.9 WARRANTY

- A. System Warranty: Manufacturer's non-prorated comprehensive warranty that agrees to repair and replace defective installation areas, material, and labor that fail under



---

normal usage within specified warranty period.

1. Warranty Period: Five years from date of Product Purchase.

## PART 2 - PRODUCTS

### 2.1 SOURCE LIMITATIONS

- A. Tile: Obtain tile of each type and color or finish from single source or producer.
  1. Obtain tile of each type and color or finish from same production run and of consistent quality in appearance and physical properties for each contiguous area.

### 2.2 PRODUCTS, GENERAL

- A. ANSI Ceramic Tile Standard: Provide tile that complies with ANSI A137.1 for types, compositions, and other characteristics indicated.
  1. Provide tile complying with Standard Grade requirements.
- B. ANSI Standards for Tile Installation Materials: Provide materials complying with ANSI A108.02, ANSI standards referenced in other Part 2 articles, ANSI standards referenced by TCNA installation methods specified in tile installation schedules, and other requirements specified.
- C. Factory Blending: For tile exhibiting color variations within ranges, blend tile in factory and package so tile units taken from one package show same range in colors as those taken from other packages and match approved Samples.
- D. Factory-Applied Temporary Protective Coating: Where indicated under tile type, protect exposed surfaces of tile against adherence of mortar and grout by precoating with continuous film of petroleum paraffin wax, applied hot. Do not coat unexposed tile surfaces.

### 2.3 PORCELAIN TILE

- A. Porcelain Tile Type: Glazed.
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. American Olean; a brand of Dal-Tile Corporation
    - b. Daltile; a brand of Dal-Tile Corporation
    - c. Marazzi USA; a brand of Dal-Tile Corporation
  2. Certification: Tile certified by the Porcelain Tile Certification Agency.

- 
3. Face Size: As indicated on drawings.
  4. Face Size Variation: Rectified.
  5. Thickness: 3/8 inch.
  6. Product Use Classification: Interior, Wet (IW).
  7. Physical Properties: Chemical resistant when tested with indicated chemicals in accordance with ASTM C650.
  8. Tile Color, Glaze, and Pattern: As indicated on drawings.
  9. Grout Color: As selected by Architect from manufacturer's full range.

## 2.4 THRESHOLDS

- A. General: Fabricate to sizes and profiles indicated or required to provide transition between adjacent floor finishes.
  1. Bevel edges at 1:2 slope, with lower edge of bevel aligned with or up to **1/16 inch** above adjacent floor surface. Finish bevel to match top surface of threshold. Limit height of threshold to **1/2 inch** or less above adjacent floor surface.

## 2.5 TILE BACKING PANELS

- A. Cementitious Backer Units: ANSI A118.9 and ASTM C1288 or ASTM C1325, with manufacturer's standard edges in maximum lengths available to minimize end-to-end butt joints.
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. James Hardie Building Products, Inc.
    - b. PermaBASE Building Products, LLC provided by National Gypsum Company
    - c. USG Corporation
  2. Thickness: 5/8 inch.
  3. Mold Resistance: ASTM D3273, score of 10 as rated in accordance with ASTM D3274.

## 2.6 WATERPROOF MEMBRANES

- A. General: Manufacturer's standard product, selected from the following, that complies with ANSI A118.10 and ANSI A118.12 and is recommended by manufacturer for application indicated. Include reinforcement and accessories recommended by manufacturer.
- B. Waterproof Membrane, Sheet: Polyethylene sheet faced on one or both sides with polyester fabric.

- 
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. ARDEX Americas
    - b. MAPEI Corporation
    - c. Schluter Systems L.P.
  2. Nominal Thickness: 0.02 inch.

## 2.7 SETTING MATERIALS

- A. Portland Cement Mortar (Thickset) Installation Materials: ANSI A108.02.
  1. Cleavage Membrane: Installer's option of material that complies with ANSI A108.02, paragraph 3.8.
  2. Latex Additive: Manufacturer's standard water emulsion, serving as replacement for part or all of gaging water, of type specifically recommended by latex-additive manufacturer for use with field-mixed portland cement and aggregate mortar bed.

## 2.8 GROUT MATERIALS

- A. Sand-Portland Cement Grout: ANSI A108.10, consisting of white or gray cement and white or colored aggregate as required to produce color indicated.

## 2.9 MISCELLANEOUS MATERIALS

- A. Trowelable Underlayments and Patching Compounds: Latex-modified, portland cement-based formulation provided or approved by manufacturer of tile-setting and adhesive materials for installations indicated.
- B. Temporary Protective Coating: Formulated to protect exposed surfaces of tile against adherence of mortar and grout; compatible with tile, mortar, and grout products and easily removable after grouting is completed without damaging grout or tile.
- C. Tile Cleaner: A neutral cleaner capable of removing soil and residue without harming tile and grout surfaces, specifically approved for materials and installations indicated by tile and grout manufacturers.
- D. Grout Sealer: Grout manufacturer's standard product for sealing grout joints that does not change color or appearance of grout.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions where tile will be installed, with Installer

---

present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

1. Verify that substrates for setting tile are firm; dry; clean; free of coatings that are incompatible with tile-setting materials, including curing compounds and other substances that contain soap, wax, oil, or silicone; and comply with flatness tolerances required by ANSI A108.01 for installations indicated.
  2. Verify that concrete substrates for tile floors installed with adhesives, bonded mortar bed, or, thinset mortar comply with surface finish requirements in ANSI A108.01 for installations indicated.
    - a. Verify that surfaces that received a steel trowel finish have been mechanically scarified.
    - b. Verify that protrusions, bumps, and ridges have been removed by sanding or grinding.
  3. Verify that installation of grounds, anchors, recessed frames, electrical and mechanical units of work, and similar items located in or behind tile has been completed.
  4. Verify that joints and cracks in tile substrates are coordinated with tile joint locations; if not coordinated, adjust joint locations in consultation with Architect.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Remove coatings, including curing compounds or other coatings, that are incompatible with tile-setting materials.
- B. Fill cracks, holes, and depressions in concrete substrates for tile floors installed with adhesives, or, thinset mortar with trowelable leveling and patching compound specifically recommended by tile-setting material manufacturer.
- C. Where indicated, prepare substrates to receive waterproof membrane by applying a reinforced mortar bed that complies with ANSI A108.1 and is sloped **1/4 inch per foot** toward drains.
- D. Blending: For tile exhibiting color variations, verify that tile has been factory blended and packaged so tile units taken from one package show same range of colors as those taken from other packages and match approved Samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.
- E. Substrate Flatness:
  1. For tile shorter than **15 inches**, confirm that structure or substrate is limited to variation of **1/4 inch in 10 ft.** from the required plane, and no more than **1/16 inch in 12 inches** when measured from tile surface high points.
  2. For large format tile, tile with at least one edge **15 inches** or longer, confirm that structure or substrate is limited to **1/8 inch in 10 ft.** from the required plane, and no more than **1/16 inch in 24 inches** when measured from tile surface high

---

points.

### 3.3 INSTALLATION OF CERAMIC TILE SYSTEM

- A. Install tile backing panels and treat joints in accordance with ANSI A108.11 and manufacturer's written instructions for type of application indicated.
- B. Install waterproof membrane to comply with ANSI A108.13 and manufacturer's written instructions to produce waterproof membrane of uniform thickness that is bonded securely to substrate.
  - 1. Allow waterproof membrane to cure and verify by testing that it is watertight before installing tile or setting materials over it.
- C. Install crack isolation membrane to comply with ANSI A108.17 and manufacturer's written instructions to produce membrane of uniform thickness that is bonded securely to substrate.
  - 1. Allow crack isolation membrane to cure before installing tile or setting materials over it.
- D. Mix mortars and grouts to comply with referenced standards and mortar and grout manufacturers' written instructions.
  - 1. Add materials, water, and additives in accurate proportions.
  - 2. Obtain and use type of mixing equipment, mixer speeds, mixing containers, mixing time, and other procedures to produce mortars and grouts of uniform quality with optimum performance characteristics for installations indicated.
- E. Install tile in accordance with TCNA's "Handbook for Ceramic, Glass, and Stone Tile Installation" for TCNA installation methods specified in tile installation schedules. Comply with parts of ANSI A108 series that are referenced in TCNA installation methods and specified in tile installation schedules and apply to types of setting and grouting materials used.
  - 1. For the following installations, follow procedures in ANSI A108 series of tile installation standards for providing 95 percent mortar coverage:
    - a. Tile floors in wet areas.
    - b. Tile floors consisting of tiles **8 by 8 inches** or larger.
  - 2. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.
  - 3. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.

- 
4. Provide manufacturer's standard trim shapes where necessary to eliminate exposed tile edges.
  5. Where accent tile differs in thickness from field tile, vary setting-bed thickness so that tiles are flush.
  6. Jointing Pattern: Lay tile in grid pattern unless otherwise indicated. Lay out tile work and center tile fields in both directions in each space or on each wall area. Lay out tile work to minimize use of pieces that are less than half of a tile. Provide uniform joint widths unless otherwise indicated.
    - a. Where adjoining tiles on floor, base, walls, or trim are specified or indicated to be same size, align joints.
    - b. Where tiles are specified or indicated to be whole integer multiples of adjoining tiles on floor, base, walls, or trim, align joints unless otherwise indicated.
  7. Lay out tile wainscots to dimensions indicated or to next full tile beyond dimensions indicated.
- F. Metal Flooring Transitions: Install where exposed edge of tile flooring meets carpet, wood, or other flooring that finishes flush with top of tile.
- G. Grout Sealer: Apply grout sealer to cementitious grout joints in accordance with manufacturer's written instructions. As soon as sealer has penetrated grout joints, remove excess sealer and sealer from tile faces by wiping with soft cloth.

### 3.4 FIELD QUALITY CONTROL

#### A. Water Test:

1. Test of waterproofing membrane in showers and similar areas to be performed by Installation Contractor before setting tile.
  - a. Perform test after 24 hours of waterproof membrane installation.
  - b. Insert test plug in drain or waste line.
  - c. Fill shower base with water, high enough that the membrane-to-drain connection and floor-to-wall transition can be evaluated, and mark wall.
  - d. Check for leaks after 24 hours.
2. Test to be witnessed by authorities having jurisdiction.

#### B. Nonconforming Work:

1. Waterproof membrane will be considered defective if water level has dropped.
2. Remove and replace defective components and retest.

### 3.5 ADJUSTING AND CLEANING

- A. Remove and replace tile that is damaged or that does not match adjoining tile. Provide new matching units, installed as specified and in a manner to eliminate evidence of

---

replacement.

- B. Cleaning: On completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter.
  - 1. Remove grout residue from tile as soon as possible.
  - 2. Clean grout smears and haze from tile in accordance with tile and grout manufacturer's written instructions. Use only cleaners recommended by tile and grout manufacturers and only after determining that cleaners are safe to use by testing on samples of tile and other surfaces to be cleaned. Protect metal surfaces and plumbing fixtures from effects of cleaning. Flush surfaces with clean water before and after cleaning.

### 3.6 PROTECTION

- A. Protect installed tile work with kraft paper or other heavy covering during construction period to prevent staining, damage, and wear. If recommended by tile manufacturer, apply coat of neutral protective cleaner to completed tile walls and floors.
- B. Prohibit foot and wheel traffic from tiled floors for at least seven days after grouting is completed.
- C. Before final inspection, remove protective coverings and rinse neutral protective cleaner from tile surfaces.

### 3.7 INTERIOR CERAMIC TILE INSTALLATION SCHEDULE

- A. Interior Floor Installations, Concrete Subfloor:
  - 1. TCNA F111 **See F-2:** Method ANSI A108.1C. Cement mortar bed (thickset) installed over cleavage membrane.
    - a. Ceramic Tile Type: See Drawings.
    - b. Grout: Sand-portland cement grout.
    - c. Joint Width: 1/8 inch.
- B. Interior Wall Installations, Wood or Metal Studs or Furring:
  - 1. TCNA W242 **See W-2:** Organic adhesive on gypsum board.
    - a. Ceramic Tile Type: See drawings.
    - b. Grout: Sand-portland cement grout.
    - c. Joint Width: 1/8 inch.
    - d. Movement Joints: Types located on Drawings.
- C. Bathtub/Shower Wall Installations:
  - 1. TCNA B419 **See W-2:** Thinset mortar over waterproof membrane on coated glass-mat, water-resistant gypsum backer board.

- 
- a. Ceramic Tile Type: See drawings.
  - b. Thinset Mortar: Improved modified dry-set mortar.
  - c. Grout: Standard sanded cement grout.
  - d. Waterproof Membrane: As recommended by setting material manufacturer.
  - e. Joint Width: 1/8 inch.

END OF SECTION 09 30 13



---

## SECTION 09 51 23 - ACOUSTICAL TILE CEILINGS

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Acoustical tiles.
2. Metal suspension system.
3. Accessories.

#### 1.2 ACTION SUBMITTALS

##### A. Product Data:

1. Acoustical tiles.
2. Metal suspension system.
3. Accessories.
4. Metal edge moldings and trim.

##### B. Sustainable Design Submittals:

##### C. Samples: For each exposed product and for each color and texture specified, **6 inches** in size.

##### D. Samples for Initial Selection: For components with factory-applied finishes.

##### E. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of sizes indicated below:

1. Acoustical Tiles: Set of full-size Samples of each type, color, pattern, and texture.
2. Concealed Suspension-System Members: 6-inch- long Sample of each type.
3. Exposed Moldings and Trim: Set of 6-inch- long Samples of each type and color.
4. Seismic Clips: Full size.

#### 1.3 INFORMATIONAL SUBMITTALS

##### A. Qualification Data: For testing agency.

##### B. Product Test Reports: For each acoustical tile ceiling, for tests performed by manufacturer and witnessed by a qualified testing agency.

##### C. Evaluation Reports: For each acoustical tile ceiling suspension system and anchor and fastener type, from ICC-ES.

##### D. Field quality-control reports.

---

#### 1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For finishes to include in maintenance manuals.

#### 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Acoustical Ceiling Units: Full-size tiles equal to 2 percent of quantity installed.
  - 2. Suspension-System Components: Quantity of each concealed grid and exposed component equal to 2 percent of quantity installed.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical tiles, suspension-system components, and accessories to Project site and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical tiles, permit them to reach room temperature and a stabilized moisture content.

#### 1.7 FIELD CONDITIONS

- A. Environmental Limitations: Do not install acoustical tile ceilings until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

### PART 2 - PRODUCTS

#### 2.1 SOURCE LIMITATIONS

- A. Source Limitations for Suspended Acoustical Tile Ceiling System: Obtain each type of acoustical ceiling tile and its suspension system from single source from single manufacturer.

#### 2.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01 40 00 "Quality Requirements," to design seismic restraints for ceiling systems.
- B. Seismic Performance: Suspended ceilings to withstand the effects of earthquake motions determined in accordance with ASCE/SEI 7.

- 
- C. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
    - 1. Flame-Spread Index: Class A in accordance with ASTM E1264.
    - 2. Smoke-Developed Index: 450 or less.

## 2.3 ACOUSTICAL TILES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Armstrong World Industries, Inc
  - 2. USG Corporation
- B. Acoustical Tile Standard: Provide manufacturer's standard tiles of configuration indicated that comply with ASTM E1264 classifications as designated by type, form, pattern, acoustical rating, and light reflectance unless otherwise indicated.
- C. Color: match existing.
- D. Edge/Joint Detail: match existing.
- E. Thickness: match existing.
- F. Modular Size: As indicated on Drawings.
- G. Antimicrobial Treatment: Manufacturer's standard broad spectrum, antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested in accordance with ASTM D3273, ASTM D3274, or ASTM G21 and evaluated in accordance with ASTM D3274 or ASTM G21.

## 2.4 METAL SUSPENSION SYSTEM

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Armstrong Ceiling & Wall Solutions
  - 2. USG Corporation
- B. Metal Suspension-System Standard: Provide manufacturer's standard, direct-hung, fully concealed, metal suspension system and accessories of type, structural classification, and finish indicated that complies with applicable requirements in ASTM C635/C635M.
- C. Direct-Hung, Double-Web Suspension System: Main and cross runners roll formed from and capped with cold-rolled steel sheet, prepainted, electrolytically zinc coated, or hot-dip galvanized, **G30** coating designation.

- 
1. Structural Classification: Heavy-duty system.
  2. Access: Upward and end pivoted, with initial access openings of size indicated below and located throughout ceiling within each module formed by main and cross runners, with additional access available by progressively removing remaining acoustical tiles.

- a. Initial Access Opening: In each module, 24 by 24 inches.

## 2.5 ACCESSORIES

- A. Attachment Devices: Size for five times the design load indicated in ASTM C635/C635M, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.
  1. Anchors in Concrete: Anchors of type and material indicated below, with holes or loops for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to five times that imposed by ceiling construction, as determined by testing in accordance with ASTM E488/E488M or ASTM E1512 as applicable, conducted by a qualified testing and inspecting agency.
    - a. Type: Postinstalled expansion anchors.
    - b. Corrosion Protection, Carbon Steel: Components zinc plated in accordance with ASTM B633, Class SC 1 (mild) service condition.
  2. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hangers of type indicated, and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling construction, as determined by testing in accordance with ASTM E1190, conducted by a qualified testing and inspecting agency.
- B. Wire Hangers, Braces, and Ties: Provide wires as follows:
  1. Zinc-Coated, Carbon-Steel Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper.
  2. Size: Wire diameter sufficient for its stress at three times hanger design load (ASTM C635/C635M, Table 1, "Direct Hung") will be less than yield stress of wire, but not less than 0.106-inch- diameter wire.
- C. Hanger Rods: Mild steel, zinc coated or protected with rust-inhibitive paint.
- D. Angle Hangers: Angles with legs not less than **7/8 inch** wide; formed with **0.04-inch-** thick, galvanized-steel sheet complying with ASTM A653/A653M, **G90** coating designation; with bolted connections and **5/16-inch-** diameter bolts.
- E. Seismic Stabilizer Bars: Manufacturer's standard perimeter stabilizers designed to accommodate seismic forces.
- F. Seismic Struts: Manufacturer's standard compression struts designed to accommodate lateral forces.

- 
- G. Seismic Clips: Manufacturer's standard seismic clips designed to secure acoustical tiles in-place during a seismic event.

## 2.6 MISCELLANEOUS MATERIALS

- A. Acoustical Tile Adhesive: Type recommended in writing by acoustical tile manufacturer, bearing UL label for Class 0-25 flame spread.
- B. Staples: **5/16-inch-** long, divergent-point staples.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, including structural framing and substrates to which acoustical tile ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine acoustical tiles before installation. Reject acoustical tiles that are wet, moisture damaged, or mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Testing Substrates: Before adhesively bonding tiles to wet-placed substrates such as cast-in-place concrete or plaster, test and verify that moisture level is below tile manufacturer's recommended limits.
- B. Measure each ceiling area and establish layout of acoustical tiles to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width tiles at borders unless otherwise indicated and comply with layout shown on reflected ceiling plans.
- C. Layout openings for penetrations centered on the penetrating items.

### 3.3 INSTALLATION OF SUSPENDED ACOUSTICAL TILE CEILINGS

- A. Install suspended acoustical tile ceilings in accordance with ASTM C636/C636M, seismic design requirements, and manufacturer's written instructions.
- B. Suspend ceiling hangers from building's structural members and as follows:
  - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension

- 
- system.
2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
  3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
  4. Secure wire hangers to ceiling suspension members and to supports above with a minimum of three tight turns. Connect hangers directly to structure or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
  5. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both the structure to which hangers are attached and the type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
  6. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
  7. Do not attach hangers to steel deck tabs.
  8. Do not attach hangers to steel roof deck. Attach hangers to structural members.
  9. Space hangers not more than **48 inches** o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than **8 inches** from ends of each member.
  10. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards.
- C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or postinstalled anchors.
- D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical tiles.
1. Screw attach moldings to substrate at intervals not more than **16 inches** o.c. and not more than **3 inches** from ends. Miter corners accurately and connect securely.
  2. Do not use exposed fasteners, including pop rivets, on moldings and trim.
- E. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
- F. Arrange directionally patterned acoustical tiles as follows:
1. As indicated on reflected ceiling plans.
- G. Install acoustical tiles in coordination with suspension system and exposed moldings and trim. Place splines or suspension-system flanges into kerfed edges of tiles so tile-to-tile joints are interlocked.

- 
1. Fit adjoining tiles to form flush, tight joints. Scribe and cut tiles for accurate fit at borders and around penetrations through ceiling.
  2. Hold tile field in compression by inserting leaf-type, spring-steel spacers between tiles and moldings, spaced **12 inches** o.c.
  3. Protect lighting fixtures and air ducts in accordance with requirements indicated for fire-resistance-rated assembly.

#### 3.4 ERECTION TOLERANCES

- A. Suspended Ceilings: Install main and cross runners level to a tolerance of 1/8 inch in 12 feet, non-cumulative.
- B. Moldings and Trim: Install moldings and trim to substrate and level with ceiling suspension system to a tolerance of 1/8 inch in 12 feet, non-cumulative.

#### 3.5 ADJUSTING

- A. Clean exposed surfaces of acoustical tile ceilings, including trim and edge moldings. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage.
- B. Remove and replace tiles and other ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 09 51 23

---

## SECTION 09 91 23 - INTERIOR PAINTING

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Primers.
2. Water-based finish coatings.

#### 1.2 ACTION SUBMITTALS

##### A. Product Data: For each type of product. Include preparation requirements and application instructions.

1. Include preparation requirements and application instructions.
2. Indicate VOC content.

##### B. Samples: For each type of topcoat product.

#### 1.3 MAINTENANCE MATERIAL SUBMITTALS

##### A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint Products: 5 percent, but not less than 1 gal. of each material and color applied.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

##### A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than **45 deg F**.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

#### 1.5 FIELD CONDITIONS

##### A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between **50 and 95 deg F**.

##### B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures of less than **5 deg F** above the dew point; or to damp or wet surfaces.



---

## PART 2 - PRODUCTS

### 2.1 PAINT PRODUCTS

- A. Source Limitations: Obtain each paint product from single source from single manufacturer.
- B. Material Compatibility:
  - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- C. Colors: As selected by Architect from manufacturer's full range.

### 2.2 PRIMERS

- A. Interior Latex Primer Sealer: Water-based latex sealer used on new interior plaster, concrete, and gypsum wallboard surfaces.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Benjamin Moore & Co.
    - b. Kelly-Moore Paints
    - c. Sherwin-Williams Company (The)

### 2.3 WATER-BASED FINISH COATS

- A. Interior, Latex, Eggshell or Semigloss dependent upon location: Pigmented, water-based paint for use on primed/sealed interior plaster and gypsum board, and on primed wood and metals.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Benjamin Moore & Co.
    - b. Kelly-Moore Paints
    - c. Sherwin-Williams Company (The)
  - 2. Gloss and Sheen Level: Manufacturer's standard eggshell finish or Semigloss as designated in drawings.
- B. Interior, Latex, Eggshell or Semigloss dependent upon location: Pigmented, water-based paint for use on primed/sealed interior plaster and gypsum board, and on primed

---

wood and metals.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Benjamin Moore & Co.
  - b. Kelly-Moore Paints
  - c. Sherwin-Williams Company (The)
2. Gloss Level: Manufacturer's standard Eggshell or Semigloss finish dependent upon location.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  1. Concrete: 12 percent.
  2. Fiber-Cement Board: 12 percent.
  3. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
  1. Application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  1. After completing painting operations, use workers skilled in the trades involved to

---

reinstall items that were removed. Remove surface-applied protection if any.

- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- E. Wood Substrates:
  - 1. Scrape and clean knots and apply coat of knot sealer before applying primer.
  - 2. Sand surfaces that will be exposed to view and dust off.
  - 3. Prime edges, ends, faces, undersides, and backsides of wood.
  - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

### 3.3 INSTALLATION

- A. Apply paints according to manufacturer's written instructions.
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
  - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  - 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire-Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
  - 1. Paint the following work where exposed in equipment rooms:

- 
- a. Uninsulated metal piping.
  - b. Uninsulated plastic piping.
  - c. Pipe hangers and supports.
  - d. Metal conduit.
  - e. Plastic conduit.
  - f. Tanks that do not have factory-applied final finishes.
  - g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
2. Paint the following work where exposed in occupied spaces:
    - a. Uninsulated metal piping.
    - b. Uninsulated plastic piping.
    - c. Pipe hangers and supports.
    - d. Metal conduit.
    - e. Plastic conduit.
    - f. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
    - g. Other items as directed by Architect.
  3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

### 3.4 FIELD QUALITY CONTROL

- A. Dry-Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry-film thickness.
  1. Contractor shall touch up and restore painted surfaces damaged by testing.
  2. If test results show that dry-film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry-film thickness that complies with paint manufacturer's written recommendations.

### 3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
  1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering waterways, sanitary and storm drain systems, and ground.
  2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.
  3. Allow empty paint cans to dry before disposal.
  4. Collect waste paint by type and deliver to recycling or collection facility.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished

---

surfaces.

- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.6 INTERIOR PAINTING SCHEDULE

#### A. Gypsum Board Substrates:

- 1. Latex over Latex Sealer System:
  - a. Prime Coat: Interior latex primer sealer.
  - b. Intermediate Coat: Matching topcoat.
  - c. Topcoat: Interior, latex, eggshell or semigloss dependent upon location.

END OF SECTION 09 91 23



**PARKS & FACILITIES  
ADDENDUM NO. 1  
POLICE FACILITIES UPGRADES**

**Everett, Washington 98201  
FAC 2024-0315  
Addendum Date: May 2, 2024**

**NOTICE TO BIDDERS**

Addendum No. 1 contains the following revisions, replacements, additions, and/or deletions and is hereby made a part of the contract documents for the above-named Project and shall be considered by all prospective bidders in submitting bids.

This Addendum consists of 16 pages.

Bidders must acknowledge receipt of Addendum No. 1 in the space provided in 00 41 13 Bid Form. Failure to comply with this requirement may render the Bid non-responsive and may its cause rejection.

DELETION: Section 00 43 36 PROPOSED SUBCONTRACTORS FORM. If a Bidder submits Section 00 43 36, the Bid will still be considered, but Section 00 43 36 will be discarded and not reviewed.

REPLACEMENT: Section 00 21 13 INSTRUCTIONS TO BIDDERS is replaced in its entirety by the Section 00 21 13 contained in this Addendum No. 1.

REPLACEMENT: Section 00 52 13 AGREEMENT FORM is replaced in its entirety by the Section 00 52 13 contained in this Addendum No. 1.

REVISION: Section 00 11 13 ADVERTISEMENT FOR BIDS is updated to extend the Bid opening due date by two weeks. Replace date May 7th with May 21<sup>st</sup>.

**The bid date for receipt of Bids HAS been changed by this Addendum.**

*All other requirements of the plans and specifications remain in effect.*

**END OF ADDENDUM NO. 1**

**SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS****PART 1 - GENERAL****1.1 GENERAL DESCRIPTION AND LOCATION OF PROJECT**

- A. The Work to be performed will include furnishing all labor, materials, and equipment necessary to perform all Work as required by the Contract in accordance with the Contract Documents.
- B. The Project Site are distributed among two locations: Everett Police - South Precinct, 1121 SE Everett Mall Way, Everett, WA 98208; and Everett Police – Downtown Headquarters, 3002 Wetmore Avenue, Everett, WA 98201.
- C. Questions and inquiries about the Contract Documents should be directed to the attention of Joan Olsen, City of Everett Project Manager at 425.257.6294 or email at [jolsen@everettwa.gov](mailto:jolsen@everettwa.gov).

**1.2 STANDARD SPECIFICATIONS**

- A. The following other Specifications and Standard Plans shall apply to the extent to which they are called out in the Contract Documents.
  - 1. WSDOT “2021 Standard Specifications for Road, Bridge and Municipal Construction”, as amended by the APWA Supplements, hereinafter referred to as the “Standard Specifications.”
  - 2. City of Everett “Design and Construction Standards and Specifications” (Revised 1-08), as found online on the City’s Website at: <https://everettwa.gov/319/Bid-Opportunities>
  - 3. “Standard Plans for Road and Bridge Construction,” latest edition as prepared by WSDOT.
  - 4. “Manual on Uniform Traffic Control Devices” (MUTCD), latest edition.
  - 5. APWA Standards, latest edition.
  - 6. AWWA Standards, latest edition.
  - 7. American Concrete Institute (ACI), latest edition

**1.3 EXAMINATION OF SITE CONDITIONS, CONTRACT DOCUMENTS AND REGULATIONS**

- A. Bidders shall inspect the Site of the Work and carefully review the Contract Documents to satisfy themselves, by personal examination, physical testing, or by such other means as they may prefer, of the location of the proposed Work, the actual physical conditions of and at the Site, surface and subsurface conditions, and conditions ordinarily to be encountered and generally recognized as inherent in the Work. If, during the course or as a result of such inspection, examination and testing, a Bidder finds facts or conditions that appear to conflict or are omitted from the Contract Documents, or with other data or material made available relating to the Work, Bidder shall so notify the City in writing,

and may apply to the City for additional information and explanation before submitting their Bid.

- B. The submission of a Bid by the Bidder shall constitute acknowledgment that, in preparing and submitting a Bid, Bidder has not only reviewed the Contract Documents, but is also relying on their own knowledge, examination, inspection, and testing of:
  - 1. the Site of the Work,
  - 2. access to the Site,
  - 3. environmental factors,
  - 4. all other data, matters and things requisite to the fulfillment of the Work,
  - 5. conditions ordinarily to be encountered and generally recognized as inherent in the Work,
  - 6. available services and utilities at and in the vicinity of the Site of the Work, and
  - 7. all applicable federal, state and local statutes, ordinances, and regulations dealing with building, public health and safety, or with the prevention of environmental pollution and the preservation of public natural resources, and environmental assessments or impact statements which have been prepared relating to the Work.
- C. Bidder acknowledges that Bidder has not relied on representation or warranty of the City not expressly included in the Contract Documents.
- D. The information provided by the City is not intended to be a substitute for, or a supplement to, the independent verification by the Bidder to the extent such independent investigation of the Drawings and Specifications or Site conditions is deemed necessary or desirable by the Bidder. Bidder acknowledges that they have not relied upon City or Architect or Engineer furnished information regarding site conditions in preparing and submitting a Bid.

#### 1.4 INTERPRETATION OF CONTRACT DOCUMENTS

- A. Should a Bidder find what is believed to be discrepancies in or omissions from the Drawings or Specifications, or should the Bidder be in doubt as to their meaning, Bidder may submit to the City a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the documents, if made, will be made only by addendum duly issued. All requests for interpretations must be in writing and received by the City no later than 7 calendar days prior to the bid opening date. All questions regarding the Contract Documents shall be referred to the City at the address provided in the Contract Documents.

#### 1.5 PREPARATION OF BIDS

- A. Bids shall be submitted on the forms provided by the City and found in the Contract Documents. All blank spaces in the Bid form shall be legibly filled in using a non-erasable medium. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amounts quoted, the individual item amounts shall govern and the correct total shall be deemed to be the



amount bid. Do not qualify Bids since this will automatically be cause for rejection of the Bid.

- B. Bid prices shall include everything necessary for the completion of the Work including, but not limited to, providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor, and all necessary testing services.
- C. Bidders are warned against making erasures or alterations of any kind to the Bid form, and bids that contain omissions, erasures, or irregularities of any kind may be rejected. No oral, telegraphic, electronic, or telephonic bids or modifications will be considered.

#### 1.6 BIDDER'S SIGNATURE AND AUTHORITY

- A. The Bid must be signed by a person authorized to sign the Bid on behalf of the Bidder.

#### 1.7 REVISION OR WITHDRAWAL OF BID

- A. A Bid may be revised and resubmitted as the official Bid if the City receives the revised bid before the scheduled time for opening Bids. Resubmitted Bids shall be in full compliance with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.
- B. After the scheduled time for opening Bids, no Bidder will be permitted to withdraw its Bid unless the award of contract is delayed for a period exceeding 60 calendar days Bids received after the scheduled closing for opening Bids shall be returned to the Bidder unopened.
- C. Within 5 days after the opening of Bids (or such longer time as may be granted by the City in writing), a Bidder who wishes to claim error after the Bids have been opened and tabulated shall submit a notarized affidavit signed by the Bidder, accompanied by original work sheets used in the preparation of the Bid, requesting relief from the responsibilities of award. The affidavit shall describe the specific error(s) and certify that the work sheets are the originals used in the preparation of the Bid. City staff will review the certified work sheets to determine the validity of the claimed error and make a recommendation. If the City concurs in the claim of error, the Bidder will be relieved of responsibility, and the bid security of the Bidder will be returned. Thereafter, at the discretion of the City, all Bids may be rejected or award made to next lowest and responsive Bidder. At the discretion of the City, Bidders claiming error may or may not be allowed to participate in the re-bid.

#### 1.8 BID SECURITY

- A. Bid Security in the amount of at least 5 percent of the Total Bid shall accompany each Bid. This security may be by certified check, cashier's check, or a bid bond made payable to the City of Everett. A bid bond shall be on the form provided in the Contract Documents. A bid bond shall not be conditioned to modify the minimum 5-percent required. The surety shall: (1) be registered with the Washington State Insurance

Commissioner, and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.

- B. The failure to furnish a bid security of a minimum of 5 percent shall make the Bid nonresponsive and shall cause the Bid to be rejected by the City of Everett.
- C. Bid security shall serve as evidence of good faith and as a guarantee that if awarded the Contract the Bidder will execute the Contract and provide bonds as required by the Bid. Should the successful Bidder fail to enter into the Contract, furnish a satisfactory performance and payment bond, and furnish evidence of insurance within 14 calendar days after the award date, the certified check, cashier's check or bid bond shall be forfeited as liquidated damages.

#### 1.9 LIST OF SUBCONTRACTORS

- A. SECTION 00 43 36 - SUBCONTRACTORS FORM IS NOT REQUIRED. If submitted, it will be discarded.

#### 1.10 REJECTION OF ANY AND ALL BIDS

- A. The City reserves the right to reject any and all Bids.

#### 1.11 RETURN OF BID SECURITY

- A. Within 15 calendar days after the Bids are opened, the City will return the bid security accompanying the Bids that are not to be considered in making the award. All other bid securities will be held until the Contract has been fully executed; after which they will be returned to the respective Bidders whose Bids they accompanied.

#### 1.12 AWARD OF CONTRACT

- A. Evaluation of Bids
  - 1. Bids will be evaluated by the City to determine which bid is the lowest responsive bid by a responsible bidder and which bid, if any, should be accepted in the best interest of the City. The City, in its sole discretion, reserves the right to accept or reject any and all bids submitted and to waive informalities and minor irregularities.
    - a. LOWEST: The City will award the Project to the responsive and responsible bidder whose Bid is the lowest. In accordance with RCW 39.04.380, if a bid is received from a nonresident contractor from a state that provides an in-state percentage bidding preference and does not have an office located in Washington, then a comparable percentage disadvantage will be applied to the bid of that nonresident contractor.
    - b. RESPONSIVENESS: City will consider all the material submitted by the bidder to determine whether it is in compliance with the Contract Documents. The City reserves the right, at its discretion, to reject nonresponsive Bids.
    - c. MANDATORY RESPONSIBILITY:

- 1) Mandatory Responsibility Criteria: RCW 39.04.350(1). It is the intent of City to award a contract to the lowest responsive and responsible Bidder. Before award, the Bidder must meet the Bidder responsibility criteria under this Section to be considered a responsible Bidder. The Bidder may be required by the City to submit documentation demonstrating compliance with the criteria under this Section. The Bidder must:
    - a) Registration. At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW, a plumbing contractor license in compliance with chapter 18.106 RCW, an elevator contractor license in compliance with chapter 70.87 RCW, or an electrical contractor license in compliance with chapter 19.28 RCW, as required under the provisions of those chapters;
    - b) UBI. Have a current Washington Unified Business Identifier (UBI) number; and
  - 2) State Requirements. If applicable:
    - a) Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
    - b) Have a Washington Employment Security Department number, as required in Title 50 RCW;
    - c) Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW; and
  - 3) Disqualification. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
  - 4) Apprentices. If the Project is subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation.
  - 5) 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.
  - 6) Have received training, provided by the Department of Labor and Industries or by a provider whose curriculum has been approved such Department, on the requirements related to public works and prevailing wages. (However, bidders that have completed three or more public works projects and maintained a valid business license in Washington for at least three years are exempt from this requirement.)
- d. SUPPLEMENTAL RESPONSIBILITY (RCW 39.04.350(2)):  
If this Project is subject to supplemental bidder responsibility criteria, then such criteria will be contained in SECTION 00 22 13, SUPPLEMENTAL INSTRUCTIONS TO BIDDERS. If there is no SECTION 00 22 13,

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS in the bid package, then the Project is not subject to supplemental bidder responsibility criteria.

- e. BID PROTESTS: All protests by Bidders must be in accordance with Everett Municipal Code 3.46, "Bid Protest Procedures."

B. Pre-Award Conference

- 1. After Bid opening, but prior to award, the apparent successful Bidder shall, if requested by the City, attend a pre-award conference to respond to questions by the City regarding evaluation of Bids. The City will emphasize items such as insurance and bonding that will assist in prompt issuance of the Notice to proceed. By conducting a pre-award conference, the City has not thereby waived its right to make determinations regarding responsiveness and responsibility of the Bidder.

C. Acceptance of Bid

- 1. Within 45 days after the opening of Bids, the City will act either to accept the Bid from the lowest responsive, responsible Bidder, or to reject all Bids. The City reserves the right to request extensions of such Bid acceptance period. The award will be evidenced by a written Notice of Award of Contract delivered in person or by mail or by email to the Bidder whose Bid is accepted, together with a request to furnish a performance and payment bond and evidence of insurance and to execute the Contract set forth in the Contract Documents.
- 2. Within 3 calendar days after receiving the Notice of Award (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide to the City the information necessary to execute the Contract electronically. This information shall include contact information, including the full name, title, email address, and phone number, for the authorized signer of the Bidder.
- 3. Bidder has 14 calendar days after receiving the Notice of Award to complete the following:
  - a. Execute the Contract upon receipt from the City's AdobeSign System
  - b. Submit to the City fully executed paper performance and payment bonds on forms provided by the City per SECTION 007200 of the Contract Documents, with proper power of attorney document(s).
  - c. Submit to the City in pdf format the certificate of insurance and additional insured endorsement, per SECTION 007200 of the Contract Documents.
- 4. If the Bidder experiences circumstances beyond its control that prevents return of the Contract, bonds, and insurance documents within 14-calendar days after receiving the Notice of Award, the City may grant more time for return of the documents, provided the City deems the circumstances warrant it.
- 5. A Contract shall not be formed until the Contract is signed by the Mayor.

1.13 TIME OF COMPLETION

- A. The Contractor shall complete the Work on or before the date or dates specified in Section 00 52 13 - CONTRACT.

1.14 WAGES

- 
- A. All laborers, workmen, or mechanics in each trade or occupation employed in the performance of the Contract either by Contractor, Subcontractor, or other person doing Work shall be paid not less than the prevailing rate of wage as defined in RCW 39.12.010. Current prevailing wage rates may be found online at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/>. The rules and regulations noted within the Contract Documents are available from:
- State of Washington Department of Labor and Industries  
General Administration Building  
Olympia, Washington. 98504  
(360) 902-5335  
[pw1@lni.wa.gov](mailto:pw1@lni.wa.gov)
- B. Bidders are advised to examine and to be thoroughly familiar with such requirements. No claim for additional compensation will be allowed that is based upon a lack of knowledge of these requirements or a failure to include adequate increases in such wages over the term of this Contract in the Bidder's bid price.

#### 1.15 EQUAL EMPLOYMENT OPPORTUNITY

- A. The Contractor will be required to assure that equal employment opportunities will be in effect to all individuals throughout the length of this Contract, pursuant to SECTION 007200-, Part 7 "Labor Standards," of the Contract Documents. The Contractor must comply with all local, state and federal laws pertaining to non-discrimination and equal employment opportunity.

#### 1.16 RCW 35.22.650 CERTIFICATION

- A. The Contractor is required complete the "RCW 35.22.650 CERTIFICATION" form and submit the form, in accordance with SECTION 004539 of the Contract Documents, with its Bid.

#### 1.17 NON-COLLUSION AFFIDAVIT

- A. The Contractor must submit a "Non-Collusion Affidavit" in accordance with SECTION 004519 of the Contract Documents as part of the Bid package. If the City has reason to believe that collusion exists among Bidders, the City will reject the Bids of the known participants in such collusion and may, at its option, require that all Bidders certify under penalty of perjury, that no collusion has occurred or exists.

#### 1.18 STATE SALES TAX

- A. The Washington State Department of Revenue has issued special rules on the State sales tax. 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.
- B. The Contractor shall not include State retail sales taxes in the unit bid prices.

---

**1.19 LIMITATIONS REGARDING CONTRACTOR'S CLAIMS FOR DAMAGES**

- A. Bidders should review the Contract Documents regarding limitations on claims for damages.

**1.20 DELAYS AND INTERFERENCE**

- A. Bidders should review the Contract Documents regarding delays and interference.

**1.21 BIDDER'S CHECK LIST**

- A. The Bidder's attention is especially called to the following forms that must be executed in full as required and submitted with the Bid.
  - 1. Bid: Show the lump sum and unit price items in the space provided on the Bid Form.
  - 2. Bid Signature Sheet: To be filled in and signed by the Bidder.
  - 3. Subcontractors Form: To be filled in by the Bidder.
  - 4. Bid Security: This form is to be executed by the Bidder and the surety company unless Bid is accompanied by a certified or cashiers check. The amount of the bond or cashiers check, which shall be not less than five percent of the Total Bid, may be shown in dollars or on a percentage basis.
  - 5. RCW 35.22.650 Certification: To be filled in and signed by the Bidder.
  - 6. Non-Collusion Affidavit: To be signed, notarized and submitted with the Bid.
- B. Failure to complete and fully execute the aforementioned forms and to submit them with the Bid may result in rejection of Bid.
- C. The following forms are to be executed and/or delivered after the award of Contract:
  - 1. Contract: This Contract to be executed by the successful Bidder in the City's AdobeSign System within 14 calendar days after the award date.
  - 2. Payment and Performance Bonds: These forms are to be executed by the successful Bidder and Bidder's surety company in duplicate. The amount of these bonds shall be 100 percent of the Total Bid and shall be submitted with the Contract.
  - 3. Proof of Insurance: Insurance certificates and endorsements shall be obtained, delivered to the City in pdf format, and maintained in force in accordance with SECTION 00 72 00, Part 15 "Liability and Insurance", of the Contract Documents.
  - 4. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.
  - 5. Statement of Intent to Pay Prevailing Wage (L&I Form F700-029-000) and Affidavit of Wages Paid (F700-007-000) from the Contractor, Subcontractor and agents to the Subcontractor shall be submitted to the Employment Standards Division, State Department of Labor and Industries, Olympia, Washington. If the prime contract is over \$1,000,000, then Contractor also needs to submit L&I Form F700-164-000 (Affidavit of Wages Paid EHB 2805 Addendum).
  - 6. Weekly Statement with Respect to Payment of Wages (U.S. Dept of Labor Form WH347): Contractors, Subcontractors, and agents to Subcontractors using Payroll Form WH347) may use State of Compliance found on back of form.

7. Weekly Statement of Compliance (U.S. Dept of Labor Form WH 348). Contractors, Subcontractors, or agents to Subcontractors not using Payroll Form WH347 shall attach the Statement of Compliance Form WH 348 to each payroll.
8. Approval of Subcontractors: Contractors shall request approval of Subcontractors on a form provided by the City prior to their working on the Site.
9. Construction Progress Schedule: To be submitted as required by Section 00 72 00, Part 5 "Progress and Completion", of the Contract Documents by the Contractor within ten calendar days, or such time as determined by the City, after the date of receipt of Notice to Proceed.
10. Traffic Control Plan: Standard Traffic Control Plans are included in the City's Design and Construction Standards. If, and to the extent, such plans are not sufficient, complete or adequate to support the Bidder's planned means and methods of performing the Work, the Bidder must develop an adequate, complete and sufficient traffic control plan at its cost, that shall be submitted for the City's approval prior to construction. Deviation from the Standard Plans must be submitted by the Contractor and approved by the City prior to construction.
11. Disposal Sites: Provide the City with the location of all disposal sites to be used, and also provide copies of the permits and approvals for such disposal sites. The Contractor shall provide the City with copies of all permits for disposal and storage of surplus materials within ten calendar days after award of the Contract.

#### 1.22 POSTPONEMENT OF OPENING

- A. The City reserves the right to postpone the date and time for receiving or opening of Bids, or both, at any time prior to the date and time established in the Notice to Bidders. Postponement notices shall be provided to Bidders in the form of addenda.

#### 1.23 BUSINESS LICENSE

- A. A City of Everett business license is required for the Contractor and Subcontractors performing Work on this Project.

### **PART 2 - PRODUCTS (Not Used)**

### **PART 3 - EXECUTION (Not Used)**

**END OF SECTION 00 21 13**

---

**SECTION 00 52 13 - AGREEMENT FORM****CONTRACT**

THIS CONTRACT is made and entered by and between the City of Everett, Washington, a municipal corporation existing under the laws of the State of Washington (the "City") and \_\_\_\_\_, (the "**Contractor**").

In consideration of the sums to be paid to it by the City, Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to complete in a workmanlike manner the work, improvements, and appurtenances in accordance with the Specifications and Drawings and all other Contract Documents entitled: "**Police Facilities Upgrades**", (the "**Project**").

**1. Contract Documents.** The "Contract Documents" are defined in the General Conditions. The Contract Documents are part of this Contract and are **hereby incorporated by** reference. Terms that are capitalized in a Contract Document but not defined in that Contract Document shall have the meaning defined to them in the other Contract Documents. A copy of the Contract Documents that were posted for the Project on Builder's Exchange of Washington (www.bxwa.com) as of Bid Opening Date is maintained by the City Clerk's Office as a single pdf and is available as follows:

<b>Link to PDF</b>	
--------------------	--

Contractor acknowledges that Contractor has downloaded and reviewed this pdf prior to signing this Contract. City and Contractor agree that this pdf contains all posted Contract Documents as of the Bid Opening Date. City and Contractor further agree that this pdf may contain some other documents (such as Reference Information) that are not Contract Documents.

**2. Contract Time.** Substantial Completion of the Work shall be achieved within one hundred eighty days (180) calendar days after the effective date of the Notice to Proceed. Physical Completion shall be within forty-five (45) calendar days after the actual date of issuance of Substantial Completion.

**3. Liquidated Damages.** The parties agree the City will suffer damage and be put to additional expense in the event that the Contractor does not complete the Work in all respects and have it ready for use by the Substantial and Physical Completion dates stated above. Because it is difficult to accurately compute the amount of such costs and damages, the Contractor hereby covenants and agrees to pay to the City liquidated damages for each and every calendar day (or working day, if Contract Time is described in working days) in the amounts set forth in this Section. For failure to achieve Substantial Completion by the Substantial Completion date stated above, the Contractor shall pay liquidated damages to the City computed at the daily rate of fifteen



percent (15%) of the Contract Sum divided by the number of days of Contract Time stated above. Once Substantial Completion is achieved, for failure to achieve Physical Completion by the Physical Completion Date stated above, the Contractor shall pay liquidated damages at the daily rate of ten percent (10%) of the liquidated damages rate applicable to delays to Substantial Completion.

**4. Contract Sum.** The Contract Sum of this Contract is:

Base Bid	
+ WA Sales Tax	
Contract Sum	

This is based on the proposal/bid submitted by Contractor dated \_\_\_\_\_.  
A copy of such proposal/bid is attached hereto.

The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein. If, and to the extent, payment (in whole or in part) is based upon unit prices multiplied by quantities of work actually performed, the total amount paid to the Contractor may be less than Contract Sum stated herein and the Contractor agrees to execute one or more change orders in such event. In no event shall the total amount paid Contractor exceed the Contract Sum stated herein, unless the Contract amount has first been increased by one or more Change Orders signed by the City. The City may, in its sole discretion, withhold amounts from payments otherwise due as offsets or back charges for expenses, damages, liquidated damages or costs for which the Contractor is liable for not to exceed 10% of the total amount of the contract. If the City chooses not to offset or deduct any such expenses, damages, liquidated damages or costs from one or more payments or return of retainage, the City does not waive its claim for such damages and hereby expressly reserves its right to assert a claim against the Contractor for such damages.

**5. Withholding.** Five percent (5%) of amounts due Contractor shall be retained and withheld to comply with RCW Chap. 60.28. Retained amounts shall only be released: (A) as required by law or (B) sixty (60) days after completion of all contract work if there are no claims against the retained funds. In addition to the amounts required by RCW 60.28 to be withheld from the progress or retained percentage payments to the Contractor, the City may, in its sole discretion, withhold any amounts sufficient to pay any claim against the Contractor of which the City may have knowledge and regardless of the informalities of notice of such claim arising out of the performance of this Contract. The City may withhold the amount until either the Contractor secures a written release from the claimant, obtains a court decision that such claim is without

merit, or satisfies any judgment in favor of the claimant on such claim. The City shall not be liable for interest during the period the funds are so held.

**6. Compliance with Employment and Wage Laws.** Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

**7. RCW 35.33.650.** Contractor shall actively and in good faith solicit the employment of minority group members and bids for the supply of goods or subcontracting of services from qualified minority businesses. Contractor shall consider granting contracts to possible minority suppliers and subcontractors on the basis of substantially equal proposals in the light most favorable to the minority businesses. Contractor shall furnish evidence of its compliance with these requirements. As used in this section, the term "minority business" means a business at least fifty-one percent (51%) of which is owned by minority group members. Minority group members include, but are not limited to, African-Americans, Women, Native Americans, Asian/Pacific Islander-Americans, and Hispanic-Americans.

**8. Indemnification.**

A. Contractor will defend, indemnify and hold harmless the City from any and all Claims arising out or relating to any acts, errors, omissions, or conduct by Contractor in connection with its performance of this Contract, including without limitation (and without limiting the generality of the foregoing) all Claims resulting from Contractor's performance of, or failure to perform, its express and implied obligations under the Contract. The Contractor will defend and indemnify and hold harmless the City whether a Claim is asserted directly against the City, or whether a Claim is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The amount of insurance obtained by, obtainable by, or required of the Contractor does not in any way limit the Contractor's duty to defend and indemnify the City. The City retains the right to approve Claims investigation and counsel assigned to said Claim and all investigation and legal work regarding said Claim shall be performed under a fiduciary relationship to the City. This Section 8 is in addition to any other defense or indemnity or hold harmless obligation in the Contract Documents.

B. The Contractor's obligations under this Section 8 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Contractor and (b) the City, then the Contractor's liability under this Section 8 shall be only to the extent of the Contractor's negligence.

C. As used in this section: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Claims" include all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, whether threatened, asserted or filed against the City, whether such Claims sound in tort, contract, or any other legal theory, whether such Claims have been reduced to judgment or arbitration award, irrespective of the type of relief sought or demanded (such as money or injunctive relief), and irrespective of the type of damage alleged

(such as bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages); and (3) "Contractor" includes Contractor, its employees, agents, representatives and subcontractors. If, and to the extent, Contractor employs or engages subcontractors, then Contractor shall ensure that each such subcontractor (and subsequent tiers of subcontractors) shall expressly agree to defend and indemnify and hold harmless the City to the extent and on the same terms and conditions as the Contractor pursuant to this section.

**9. Insurance.** The Contractor shall purchase and maintain such insurance as set forth in the Contract Documents. Failure to maintain such insurance shall be a material breach of the Contract. The City shall be entitled to damages for such a breach that include, but are not limited to, any loss (including, but not limited to, third party litigation expenses and professional fees) suffered by the City if the City is determined to be solely or concurrently negligent, and if the City suffers any loss or must pay or defend against any such claim, suit, demand or damage as a result of such breach.

**10 Waiver of Industrial Insurance Immunity.** Contractor waives any right of contribution against the City. It is agreed and mutually negotiated that in any and all claims against the City, its agents or employees, the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts any of them may be liable, the defense and indemnification obligations hereunder shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under industrial worker's compensation acts, disability benefit acts, or other employees' benefit acts. Contractor's and City's signatures hereto indicate specific waiver of Contractor's industrial insurance immunity in order to fulfill the indemnities hereunder. Solely for the purpose of indemnification and defense as provided in this Contract, the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 RCW. The Contractor expressly acknowledges that this waiver of immunity under Title 51 RCW was the subject of mutual negotiation and was specifically entered into pursuant to the provisions of RCW 4.24.115.

**8. Repair of Damage.** The Contractor agrees to repair and replace all property of the City and all property of others damaged by it, its employees, subcontractors, suppliers and agents.

**9. Pre-Bid Inspection and Risk of Loss.** It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that: (1) prior to submitting its proposal or bid, it became familiar with the conditions of excavation, subsurface, backfill, materials, climatic conditions, location, traffic, and other contingencies that may affect the work and has made its bid or proposal accordingly and (2) that it assumes the responsibility and risk of all loss or damage to materials or work that may arise from any cause whatsoever prior to completion.

**10. Headings for Convenience Only.** The headings in this document are for convenience only, and shall not be used or considered to interpret or construe this document.

**11. Effective Date/Counterparts/Signature.** This Contract is effective as of the date of the last person to sign it, and may be executed in multiple counterparts, each of which shall be deemed an original. This Contract may be signed with AdobeSign, and any such signature is fully binding.

***[Remainder of Page Intentionally Left Blank]***

**CITY OF EVERETT  
WASHINGTON**

By:

\_\_\_\_\_  
Cassie Franklin, Mayor

ATTEST:

\_\_\_\_\_  
Date\_\_\_\_\_  
Office of the City Clerk

STANDARD DOCUMENT  
APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY  
(9.22.23)

**CONTRACTOR:**\_\_\_\_\_  
[Contractor's Complete Legal Name]By: \_\_\_\_\_  
Signature

Typed/Printed Name of Signer: \_\_\_\_\_

Title of Signer: \_\_\_\_\_

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

**END OF SECTION 00 5213**



**PARKS & FACILITIES  
ADDENDUM NO. 2  
POLICE FACILITIES UPGRADES**

**Everett, Washington 98201  
FAC 2024-0315  
Addendum Date: May 17, 2024**

**NOTICE TO BIDDERS**

Addendum No. 2 contains the following revisions, replacements, additions, and/or deletions and is hereby made a part of the contract documents for the above-named Project and shall be considered by all prospective bidders in submitting bids.

This Addendum consists of 10 pages.

Bidders must acknowledge receipt of Addendum No. 2 in the space provided in 00 41 13 Bid Form. Failure to comply with this requirement may render the Bid non-responsive and may its cause rejection.

REVISION: Section 00 11 13 ADVERTISEMENT FOR BIDS is updated to extend the Bid opening due date by One (1) week. Replace date May 21st with May 28th.

**The bid date for receipt of Bids HAS been changed by this Addendum.**

**CONTRACTORS REQUEST FOR ADDITIONAL INFORMATION:**

Please refer to Amended Drawings Dated May 6, 2024. Answers in Bold type.

1. The specifications section 00 73 Part 2, para 2.2 state the facilities will be 'occupied' during construction. For the South Precinct work in the locker rooms, the locker rooms, restrooms and showers will obviously not be available once demo'd and then during reconstruction. Is this a correct understanding? Are alternate facilities being provided by owner during construction for the officer's use?

**The Locker Rooms will be unoccupied during construction.**

2. For the South Precinct drawing A1. Are any architect provided elevation drawings available for the restrooms for specialties placement?

**Fixture Height Diagram added to drawing A2.**

3. For the South Precinct drawing A1. The lockers in rooms/spaces 129 and 134 stay in place, correct? It is not expected to remove lockers simply to replace existing drywall that is behind the lockers right? Please confirm.

**Lockers to remain in place**

4. For the South Precinct drawing A1. The Finish Schedule states Notes 2 and 4 are typical to each room. In regard to Note 2 then, is it expected that existing untampered by contractor drywall in the locker rooms 129 and 134 is to be *demolished* and then replaced with cement board where RFP wainscoting is to go? Or is the WC-2 wainscoting only going where the red lines are shown?

**WC-2 is intended only where red lines are shown**

5. For the South Precinct drawing A1. Is B-2 Base is the base that is to go below the lockers correct?

**Yes**

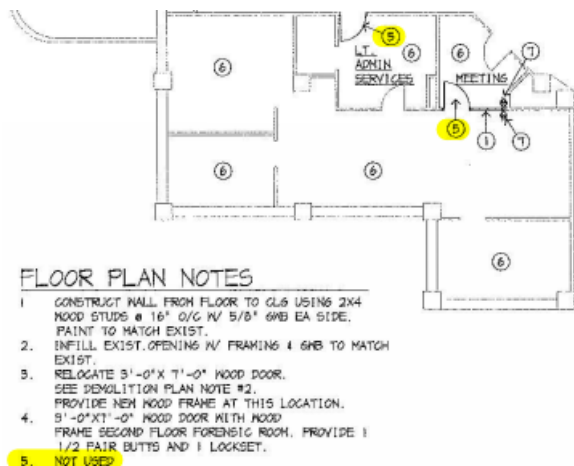
6. For the South Precinct drawing A1. Is existing lighting plan, or RCP plan available for the locker rooms and restrooms?

**No ceiling plan is available. Fixture count should have been confirmed at the walk thru.**

7. For Downtown Precinct Drawing A 2.1 Floor Plan Notes, Note 4. Note 4 has a narrative, but location icon ④ does not appear on the A 2.1 First Floor Plan. Please advise where this note is referring to on plan.

**See updated drawing dated 06may2024**

8. For Downtown Precinct Drawing A 2.1 Floor Plan Notes, Note 5. Note 5 states 'Not Used'. However we see 2 each Note 5 icons. See below. Please advise.



**See updated drawing dated 06may2024**

9. For Downtown Precinct Drawing A 2.1 Floor Plan Notes, Note 7. It is difficult to read the icon, what is required for Note 7? Is it a Fourplex Receptacle on each side of the wall.

**Yes. See updated drawing dated 06may2024**

10. For Downtown Precinct Drawing A 2.1, how is flooring to being repaired where existing walls once were but then removed in office area?

**New carpet is being installed as noted on the plans.**

11. For Downtown Precinct Drawing A 2.2 Floor Plan Notes, Note 2 states that floor tile is installed by owner, is that correct? That per Note 2 the contractor is only installing the flooring base, and painting.

**Correct.**

12. For Downtown Precinct Drawing A 2.2, Second Floor Plan, the drawing is showing center work-tables. Those work-tables do not seem to be existing as there is an existing wall located right where they are depicted. Who is providing and installing these tables?

**New furniture is being provided by owner.**

13. For Downtown Precinct Drawing A 2.2, Second Demo Floor Plan, are the shelves being removed to be saved or disposed of?

**To be demolished and disposed of by contractor.**

14. Is contractor expected to terminate the new Phone, City Internet, and NAS Ethernet cable lines to a data closet? Usually this is done by city forces. Is contractor to terminate where is this data closet on plans?



**Data will be handled by the city. Contractor to install boxes, and conduit to ceiling space with pull strings.**

15. Are existing conduits available to run the new Phone, City Internet, and NAS Ethernet cable lines? If not are surface mounted conduits acceptable?

**Surface mounted conduits are not acceptable.**

16. For Downtown Precinct Drawing A 2.2, there seems to be a fair amount of fourplex receptacles being added to the Forensic room. What will be plugged into these receptacles? If more than just computers, such as specialized lab equipment, has a load analysis been done for the panel breaker that currently feeds that room's receptacles?

**Load analysis has not been conducted. Equipment is mostly computer oriented. No special equipment is being utilized.**

17. For Downtown Precinct Drawing A 2.3 Demo Plan, is the casework being demo'd to be saved or disposed of?

**Disposed of**

18. For Downtown Precinct Drawing A 2.3 detail 3, the coffee bar does not show any new outlet. Is one supposed to be added? Or does something already exist?

**An outlet has been added. See updated drawing dated 06may2024**

19. For Downtown Precinct Drawing A 2.3 Third Floor Plan. Need clarification on the wall mounted dry erase board Roller Shade Covers. The Roller Shade Covers for the 3 each wall mounted dry erase boards are to affixed to the walls correct?

**Roller shades can be ceiling to casework mounted. Contractor to confirm quantity.**

20. For Downtown Precinct Drawing A 2.3 Third Floor Plan details 1&2, we need clarification on the vertical cabinets and the dry erase boards related to them. Are there supposed to be a dry erase board mounted on each vertical cabinet door? Or is it the intent that the vertical cabinet doors are to be laminated with dry erase lamination material?

**Dry Erase laminate as specified.**

21. For Downtown Precinct Drawing A 2.3 Third Floor Plan, there appear to be **5 each** Roller Shade Covers expected to cover the front of the new cabinets. The cabinets have adjustable shelves above them. Please confirm that **5 each** Roller Shades are to cover the new vertical cabinets. The room appears to have a drop ceiling per drawings. How are the roller shades for the vertical cabinets to be mounted?

**See #19 above**

22. Plumbing, Electrical, and Communications work are part of the project. However there are no specifications sections for them in the Project Manual. Are they missing or just deemed not needed?

**Plumbing and electrical work is intended to be designed and permitted by the contractor.**

23. Want to confirm the required Attic Stock for flooring. Per South Precinct drawing A2 contractor is to furnish as Attic Stock that owner will store of 10 linear feet for every 500 linear feet of vinyl flooring.

**Correct**

24. Want to confirm the required Attic Stock for tile. Per South Precinct drawing A2 contractor is to furnish as Attic Stock that owner will store of 5% for each color, pattern, and type of tile. Is this correct?

**Correct**

25. Per Project Manual Section 01 11 00 Summary of Work Subsection 1.4 Permits, "The Owner will pay the cost of the general plan review and building permit." Has the general permit been issued and is in place so there is no delay to construction start?

**Building permits are not required. Contractor to obtain plumbing and electrical permits as necessary.**

26. Downtown Precinct Drawings A2.1, Office Room, how will the door entrance and different ceiling height issue be handled for the 1<sup>ST</sup> Floor Office remodel work.

**We do not see the conflict here.**

27. Downtown Precinct Drawings A2.1, Meeting and I.T Admin Services rooms, it will not be feasible to have personnel in the Meeting and I.T Admin Services during floor demo, building new wall, Installing new door, carpeting, base, and painting. The personnel and all desks and equipment will need moved from the space. Estimate is it will take 1 week to complete the construction in those areas for tenant to move back in.

**Owner will relocate tenant during scheduled work.**

28. Downtown Precinct Drawings A2.2, Forensic Room, as can be seen in the enlarged graphic below, the drawings are showing internet, comms and cable tv boxes/ports and lines being installed in the Forensic room. Per Job Walk it was mentioned that these internet, comms and cable tv boxes/ports and lines are not contractor scope of work. Please confirm.

**See items 14, 15 and 16 above.**

29. Downtown Precinct Drawings A2.2, Forensic Room, is it correct that the contractor is to install 18 each new Fourplex Receptacles as shown on drawings for the Forensic Investigation Unit room? Are these receptacles wall mounted or floor mounted? If wall mounted, are they above

countertop height? Are they to be surface mounted conduit or do the walls need demo'd to install conduit.

**No surface mounted conduit allowed. Most of the outlets will be mounted at desk height. Heights will be confirmed by the owner once work begins.**

30. Downtown Precinct Drawings A2.2, Forensic Room, can the vendor that is installing the Dissipative Floor Tile also install the Rubber Base?

**Carpet and base in this room will be installed by owner. This is noted on the revised plans dated 06may2024.**

31. Please confirm that owner is providing all carpeting and also all glue for carpeting.

**Owner to provide all carpeting, glue. Base can be provided, if necessary.**

32. Do any of the doors being reused have locksets? Would those locks remain with the relocated door?

**This is the intent.**

33. Do any of the doors being reused have door closers? Would those closers remain with the relocated door?

**Doors do not have closers but if it is found that they do, it is not intended that closers be relocated.**

34. For the South Precinct is there an Existing Reflective Ceiling Plan available, or at least something that would show how many total Ceiling lights are being replaced in the Locker Rooms?

**See #6 above.**

35. For the South Precinct - are the Wall Mounted lights above the sinks being replaced? We do not see any mention of them in the drawings.

**See updated drawing dated 06may2024**

36. For the South Precinct - the existing sink mirrors are one per sink and have a shelf. It seems odd that the individual mirrors would change to a single 6'-0" long mirror. A single 6'-0" long by 30" Tall mirror is also a special-order item and costly. Would it be acceptable for contractor to provide a new commercial grade mirror, one per sink with shelf similar in size to existing?

**Please bid what is shown on the plans.**

37. Request for Substitution – Is it acceptable to provide phenolic ceiling mounted partitions in lieu of HDPE ceiling mounted partitions?

**Substitutions will not be allowed. Note that the partitions have been changed to floor mounted. See updated drawing dated 06may2024**

38. For the South Precinct is there an Existing Reflective Ceiling Plan available, or at least something that would show how many total Ceiling lights are being replaced in the Locker Rooms?

**See #6 above.**

39. For the South Precinct - are the Wall Mounted lights above the sinks being replaced? We do not see any mention of them in the drawings?

**See updated drawing dated 06may2024**

40. For the interior walls being added, and for the Infills, is any insulation required to be installed?

**See updated drawing dated 06may2024**

41. Is Pollution Liability of \$2,000,000 per occurrence coverage for Bodily Injury and Property Damage, required for subcontractors for this project? Would a lower agreeable coverage be acceptable?

**Contract terms are as stated and cannot be modified.**

42. Is Personal & Advertising Injury Liability of \$2,000,000, required for subcontractors for this project? Would a lower agreeable coverage be acceptable?

**Contract terms are as stated and cannot be modified.**

43. Is Auto Liability Insurance Single Limit of not less than \$2,000,000 for each accident, required for subcontractors for this project? Would a lower agreeable coverage be acceptable?

**Contract terms are as stated and cannot be modified.**

44. Is Commercial General Liability General Aggregate \$5,000,000 and \$2,000,000, required for subcontractors for this project? Would a lower agreeable coverage be acceptable?

**Contract terms are as stated and cannot be modified.**

45. On Sheet A2, construction plan first floor Meeting room, where does this door come from ? Is it new or a re-used door?

**See updated drawing dated 06may2024**

46. At the Admin area southeast corner room, there is existing wiremold is in place over the base, please advise of where to relocate for new base.

**Remove wiremold and locate wiring within wall cavity.**

47. Please confirm that all desks, cabinets, appliances, printers, furniture, etc will be removed from the work areas.

**Owner will relocate tenant during scheduled work.**

48. At the admin room, door shown on plans is actually a fixed window. Please confirm no work here.

**See updated drawing dated 06may2024**

49. At the Existing Office room wall to be demoed has a light switch on it, please advise of the new location of the switch.

**See updated drawing dated 06may2024**

50. At the Forensics room, multiple kinds of electrical facilities exist including wiremold wall mount raceway and boxes, semi-flush boxes with in-wall wiring, and surface mount outlet strips. Please confirm which style is desired for new facilities and advise about what to do with the existing facilities.

**Remove existing wire molds and surface mounted conduits and place in wall cavities as necessary.**

51. At the Forensics room north side, there is a 5th light fixture near the entry door which was not turned on during the walk through. Please advise if a new light is desired at this location or if the existing light is to be removed.

**See updated drawing dated 06may2024**

52. At the Forensics room south side, there is a 3rd light fixture near wall to be demoed which was not turned on during the walk through. Please advise if a new light is desired at this location or if the existing light is to be removed.

**See updated drawing dated 06may2024**

53. The Existing Conference room door frame and casing are damaged, please advise on whether repair or replacement is desired.

**Existing door and frame to remain.**

54. The Existing conference room lights do not match the count or orientation shown on the plans. The north room to be joined with the main conference room has a smaller light which is not 2x4 size. Please advise on quantity, size, and orientation of lighting at these locations.

**New layout to be provided as shown on the plan.**

55. The Conference room wall to be demoed has an air grill, please confirm this is a pass-through register and not an air return.

**Confirmed**

56. In the Locker rooms, are the shower fixtures to be installed in Tile wall or in the existing metal panels? Please note that the existing metal panels are different sizes. Please provide an elevation drawing for shower plumbing placement.

**See #2 above.**

57. Would like to confirm if the existing showers are installed on a mud bed and are flush with the rest of the flooring?

**We do not know what is below the tile. A flush installation is what we are looking for.**

58. Toilets are American Standard Everclean but no spec on flushometers

**See drawings. Autoflush that is compatible with the fixture is noted.**

59. 5 sinks unknown – single handle center set but no other info – is there a call out for the faucet? Are they censored?

**See updated drawing dated 06may2024**

60. Are sinks undermount?

**See updated drawing dated 06may2024**

61. Urinals don't have flushometers called out –

**See updated drawing dated 06may2024**

62. If it is all ADA and commercial is there a grid drain?

**Yes**

63. Plan Sheet A1 for the locker room lists a 6" cove base to be installed through the space. The existing condition is an "integral cove flashing" and not a 6" cove base. Can you confirm the intention here is remove the existing style of base and replace with a 6" base?

**Yes**

64. Regarding the grab bars in the locker room bathroom stalls, ADA requirements include 18" vertical grab bars which are not in the existing stalls. Can you confirm the new construction should include the additional grab bars to meet ADA requirements?

**Yes. See updated drawing dated 06may2024**

65. The plan indicated the ceiling height in office and adjusting it to match the rest. Trying to figure out if this is a drop ceiling.

**Not sure what space this is referring to. Intention is to match ceiling height as needed.**

*All other requirements of the plans and specifications remain in effect.*

**END OF ADDENDUM NO. 2**

FINISH SCHEDULE									
ROOM #	ROOM NAME	FLOOR	BASE	WALLS				MATERIALS	NOTES
				NORTH	EAST	SOUTH	WEST		
127	ENTRY	F-1	B-1	M-1	M-1	M-1	M-1	-	C-1, C-2
128	WOMEN'S TOILET	F-1	B-1	M-1	M-1	M-1	M-1	WC-1	C-1
129	WOMEN'S LOCKER ROOM	F-1	B-1, B-2	M-1	M-1	M-1	M-1	WC-2	C-1, C-2
130	WOMEN'S SHOWER	F-2	-	M-2	M-2	M-2	M-2	-	C-1
131	WOMEN'S SINK	F-1	B-1	M-1	M-1	M-1	M-1	WC-1	C-1
132	ENTRY	F-1	B-1	M-1	M-1	M-1	M-1	-	C-1, C-2
133	MEN'S TOILET	F-1	B-1	M-1	M-1	M-1	M-1	WC-1	C-1
134	MEN'S LOCKER ROOM	F-1	B-1, B-2	M-1	M-1	M-1	M-1	WC-2	C-1, C-2
135	MEN'S SHOWERS	F-2	-	M-2	M-2	M-2	M-2	-	C-1
136	MEN'S SINK	F-1	B-1	M-1	M-1	M-1	M-1	WC-1	C-1

FINISH MATERIALS

FLOOR MATERIALS

F-1 SHEET VINYL  
MANNINGTON COMMERCIAL  
ENTHANCED SHEET VINYL  
STYLE: SUBER  
COLOR: KAMALA ETH455

F-2 PORCELAIN TILE  
BEDROSANS  
PULPIS  
1X4 MOSAIC TILE  
COLOR: TORTORA-HONED  
\*PROVIDE THE  
WATERSTOPPER FROM  
BESTBATH PER DTL 1/A2.  
COLOR: GREY

BASE MATERIALS

B-1 6" COVE BASE  
B-2 4" VINYL  
JOHNSONITE  
COLOR: 29 MOON ROCK W6

WALL FINISHES

M-1 SATIN  
SHERWIN WILLIAMS  
COLOR: MOONLIGHT 5430

M-2 CERAMIC TILE (FULL HIGHT OF SHOWER)  
DAL TILE  
4X12 FIELD TILE  
COLOR: MATTE UPTOWN TAUPE 0732

CEILING  
C-1 SEMI-GLOSS ENAMEL  
SHERWIN WILLIAMS  
COLOR: PURE WHITE 7005

C-2 EXISTING CL6 TILE TO REMAIN  
(REPLACE AS NEEDED)

WAINSCOT

WC-1 PORCELAIN TILE (7'-0" HIGH)  
BEDROSANS  
PULPIS  
12X24 TILE  
COLOR: TORTORA-HONE  
PROVIDE ALUMINUM TRIM AS NEEDED

WC-2 FRP (7'-0" HIGH)  
MARLITE  
COLOR: WHITE S100 S25  
PROVIDE ALUMINUM TRIM AS NEEDED

FINISH NOTES

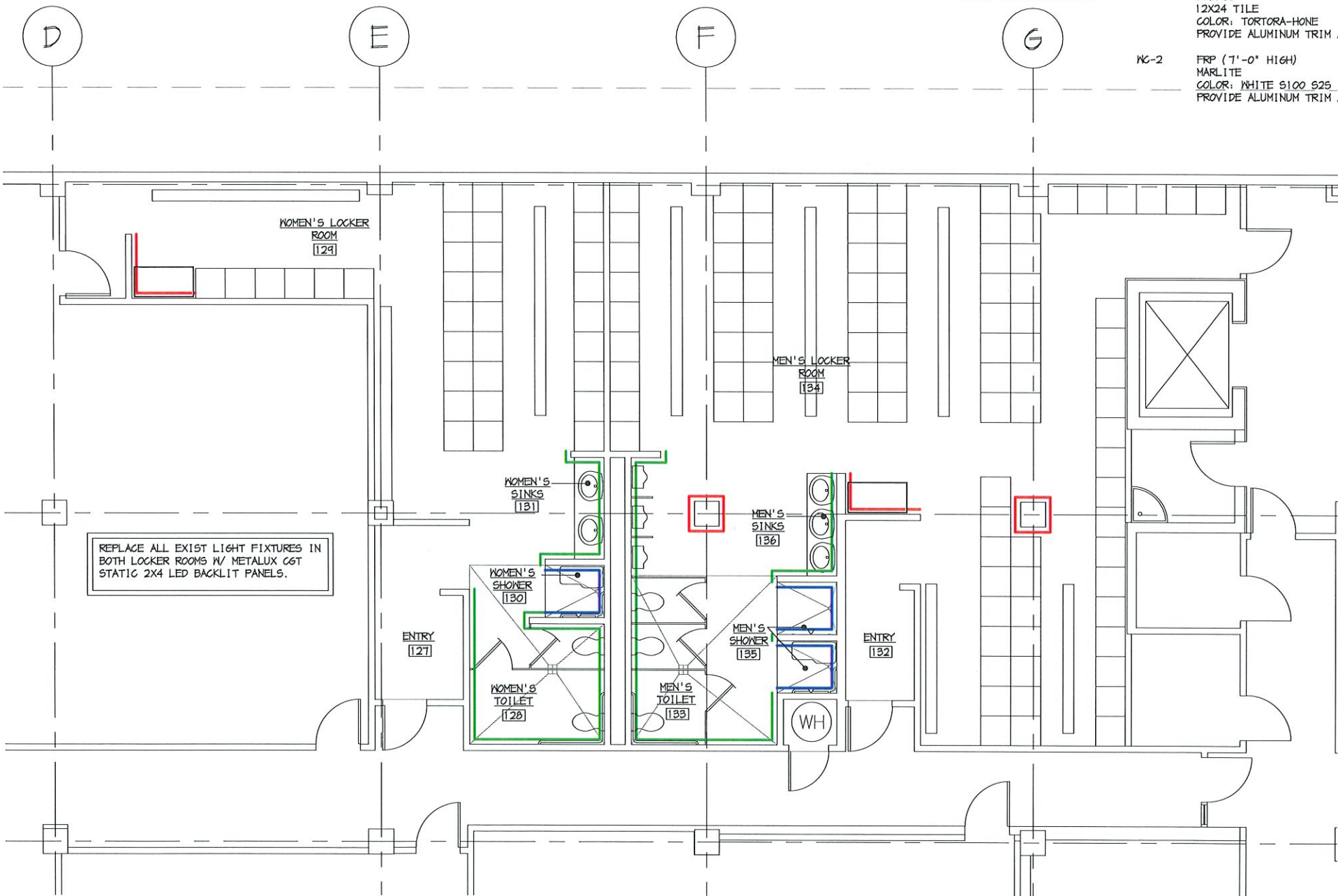
1. PROVIDE NEW COUNTERTOPS AND SINKS.  
COUNTER TOPS: CORIAN WHITE ONYX  
SINKS: CORIAN ELEMENTS, 8TIP, GLACIER  
WHITE.
2. USE WATER RESISTANT GMB AT ALL WALLS, USE  
CEMENT BOARD BEHIND ALL TILE FINISHES AND  
FRP.
3. REPLACE EXISTING RUBBER BASE WITH NEW  
RUBBER BASE PER SCHEDULE BELOW LOCKERS.
4. ALL GROUT TO BE LATICRETE COLOR LIGHT  
PENTER 90.
5. SAND AND REFINISH EXISTING BENCHES WITH  
CLEAR FINISH.
6. REMOVE AND REPLACE ALL TOILET PARTITIONS  
WITH CEILING MOUNTED (8'-0" CEILING  
HEIGHT) SCRANTON PRODUCTS, HINY HIDER  
COLOR: SHALE
7. REMOVE AND REPLACE ALL EXIST. TOILETS WITH  
AMERICAN STANDARD EVERGLEAN AUTO-FLUSHING  
TOILET.
8. REMOVE AND REPLACE ALL EXIST. URINALS WITH  
AMERICAN STANDARD MAYBROOK URINAL WITH  
0.125 GPF PACKAGE.
9. REMOVE AND REPLACE ALL EXIST. ABOVE SINK  
MIRRORS WITH 6'-0" X 30" MIRROR (VERIFY  
SIZE). SET B.O. REFLECTIVE SURFACE @ 3'-4"  
A.F.F.
10. REMOVE AND REPLACE ALL SHOWER ACCESSORIES  
WITH SPEAKMAN SM-1050-P NEA ADA HANDHELD  
SHOWER COMBO. RE-USE EXIST. SHOWER BENCH  
WHERE NEEDED.
11. REMOVE AND REPLACE EXIST. GRAB BARS WITH  
NEW BOBRICK STAINLESS STEEL, SATIN FINISH  
GRAB BARS.
12. REMOVE AND REPLACE ALL EXISTING PAPER  
TOWEL DISPENSERS WITH OWNER SUPPLIED  
SINGLE ROLL PAPER TOWEL DISPENSER KIMBERLY  
CLARK 09996(03).
13. REMOVE AND REPLACE ALL EXISTING HAND SOAP  
DISPENSERS WITH OWNER SUPPLIED COASTWIDE  
J-SERIES MANUAL SOAP DISPENSER MODEL  
#CJLMS.
14. REMOVE AND REPLACE ALL EXISTING SEAT-COVER  
DISPENSERS WITH OWNER SUPPLIED SEAT-COVER  
DISPENSER, BRIGHTON, MODEL #BPRS2030.
15. REMOVE AND REPLACE ALL EXISTING TOILET  
TISSUE DISPENSERS WITH OWNER SUPPLIED  
SINGLE ROLL COASTWIDE CM41170.
16. REMOVE AND REPLACE EXISTING SANITARY  
NAPKIN DISPENSER WITH OWNER SUPPLIED  
ASI 10-0852 STAINLESS STEEL DISPENSER.
17. PROVIDE NEW SHOE SHINE STATIONS IN BOTH  
MEN'S AND WOMEN'S RESTROOMS PER DTL 2/A2.
18. REMOVE AND REPLACE ALL EXISTING FAUCETS  
WITH A SINGLE HANDLE CENTERSET FAUCET WITH  
LONG LEVER.

FINISH LENGEND

- M-2
- WC-1
- WC-2

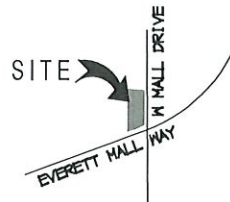
INDEX OF DRAWINGS

- A1 FLOOR PLAN AND SCHEDULES
- A2 SPECIFICATIONS



LOCKER ROOM FLOOR PLAN

1/4" = 1'-0"



VICINITY MAP

1/8" = 1'-0"



A Tenant Improvement for:  
COE POLICE SOUTH PRECINCT LOCKER ROOMS  
1121 SE Everett Mall Way  
Everett, Washington

Drawing:

A1

Job Number

21m-4307

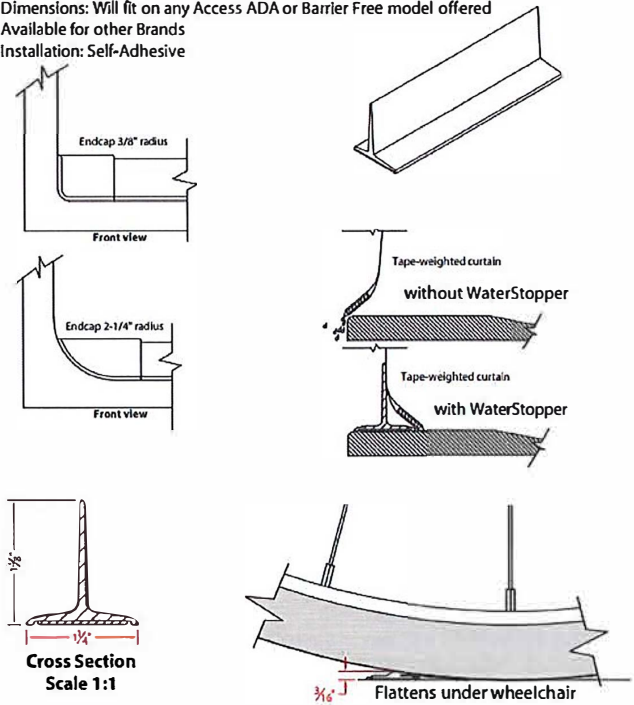
Comments  
FLOOR PLAN



2812 Colby Avenue  
Everett WA 98201  
(425) 252-2153 p  
www.2812architecture.com

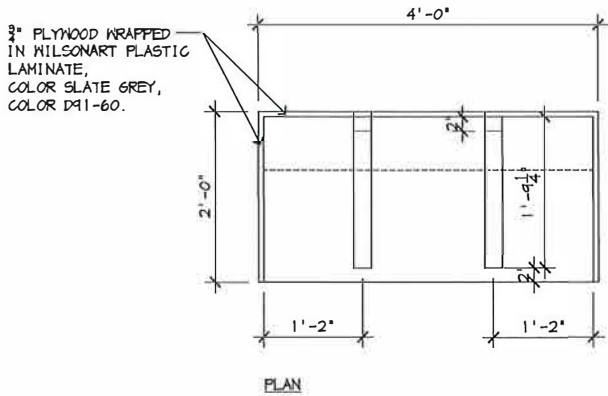


- "THE SOLUTION TO WET FLOORS"**
- Material:  
T-shaped Strip: Grey or Beige EPDM Rubber, 50 Durometer  
Endcaps: injection molded Vyram rubber, matching color
  - Dimensions: Will fit on any Access ADA or Barrier Free model offered
  - Available for other Brands
  - Installation: Self-Adhesive



**WATERSTOPPER**  
N.T.S.

- FINISH MATERIALS - GENERAL**
- DELIVERY, STORAGE, AND HANDLING**
1. Store products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F. Store rolls upright.
  2. Maintain temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 85 deg F. In spaces to receive floor tile during the following time periods:
    - a. 48 hours before installation.
    - b. During installation.
    - c. 48 hours after installation.
  3. After post installation period, maintain temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.
  4. Close spaces to traffic during installation and for 48 hours after floor covering installation.
  5. Install floor coverings after other finishing operations, including painting, have been completed.
  6. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
    - a. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, in roll form and in full roll width for each color, pattern, and type of sheet vinyl floor covering
    - b. Furnish not less than 5% fraction thereof, in for each color, pattern, and type of tile wall and floor products.

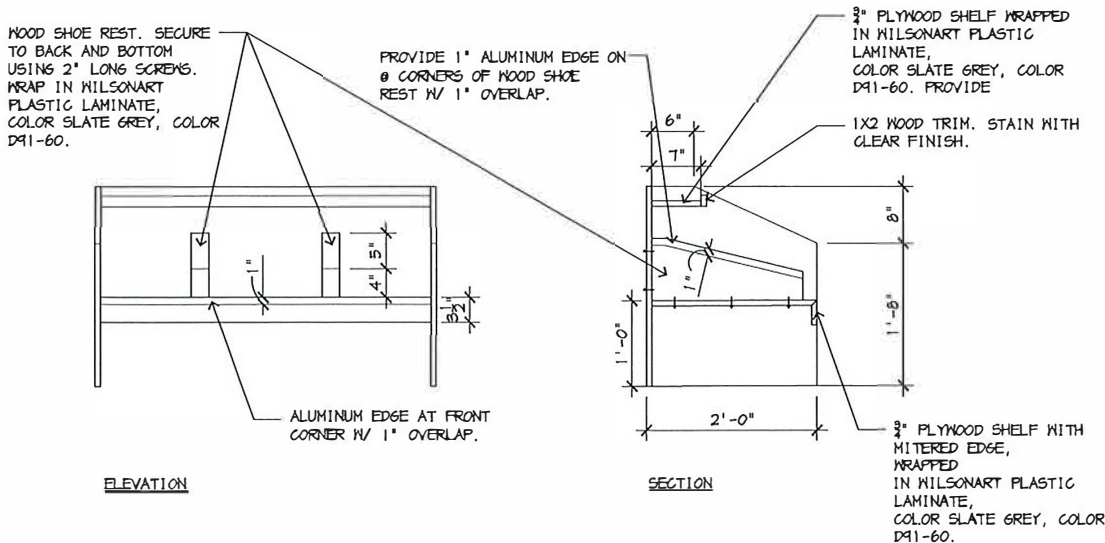


**2 SHOE SHINE STATION**  
SCALE: 1"=1'-0"

7. Owner to provide an on-site storage facility and public parking needed for safe and efficient execution of the work to meet the contract requirements. Photos of storage area are attached in exhibit B.
- LIGHTING**
- Remove and replace all existing light fixtures in both locker rooms. Replace those in the hard lid and drop ceiling with Metalux C&T static LED backlit panels. Replace surface mounted fixtures with LED equivalent. Total number is: (21) 2'x4' fixtures in drop ceiling; (1) 2'x2' fixture in drop ceiling; (6) 1'x4' fixtures in hard lid and (2) surface mount approximately 6'x48" over sinks. Contractor to verify.

- TILE**
1. **QUALITY CONTROL:** All tile materials shall conform to therecommended practices of the TILE COUNCIL OF AMERICA, INC.
  2. Use tile products as shown on the drawings.
  3. **GROUT:**
    - a. Joints in floors, walls and base EPOXY IS REQUIRED - Hydroment V-POXY AARII or approved alternate. Hydroment sanded joint filler as manufactured by the UPCO COMPANY CUSTOM BUILDING PRODUCTS approve equal. Color to be chosen form manufacturers standard colors.
  4. **CONCRETE TILE BACKER BOARD:**
    - a. Durock Nalable concrete backer board by USG INDUSTRIES, INC.To be installed per manufacturers specifications.

- PERFORMANCE**
1. Interior Ceramic Wall Tile shall be installed in accordance with TILE COUNCIL METHOD N243 Gypsum Board, Latex Portland Cement Bond Coat with HYDROMENT TILE-MATE 710 with FLEX-A-LASTIC additive.
  2. Interior Floor Tile and Base to be installed in accordance with TILE COUNCIL THIN-SET METHOD F113 Dry Set mortar or latex portland cement mortar with HYDROMENT TILE-MATE 760 with FLEX-A-LASTIC additive.



3. Joints in floor and base to be installed in accordance with the TILE COUNCIL METHOD #115 Dry-Set Mortar with Epoxy Grout in lieu of cement base grout. Grout shall be HYDROMENT U-POXY AARII.  
Alternate: "HYDROMENT JOINT FILLER" by the UPCO CO. install in accordance with Manufacturers directions.J oints shall be completely filled level to the shoulder of the tile and then tooled to a smooth dense finish.
4. Joints in wall tile shall be grouted with HYDROMENT Joint filler in accordance with manufacturers instructions. The tile shall be cleaned of surface grout as work proceeds using dry grout and burlap cloth.No Acid Cleaner shall be used.
5. Clear silicone sealant shall be used around perimeter tile edges when abutting other materials.

- PAINTING**
1. Paint brands and colors are shown in the finish schedule. Unspecified brands of materials such as shellac, turpentine, thinner etc. shall be pure and of the best quality obtainable. All materials shall be used without alterations and only as specified by the paint manufacturer.
  2. Putty and fillers shall be as recommended by the paint manufacturer.
  3. Caulking material shall be "MONO" ACRYLIC TERPOLYMER SEALANT by TREMCO MANUFACTURING CO., or approved equal.
  4. **WORKMANSHIP:**
    - a. All surfaces to be painted shall be clean and free of debris and dust or grit before painting is started. Painting shall not be done when there is excessive dust in the air. All pitch streaks, resin spots, etc. shall be cleaned of all residue and touched up with shellac before painting.
    - b. Undercoats of paint shall be tinted to a color approximating the finish coats, with enough variation in color to permit visual inspection of materials during this work.
    - c. All materials shall be evenly spread and flowed on without runs, sap or excessive brush marks.

Date:	For:
05 JAN 2024	ISSUE FOR BIDDING



2812 Colby Avenue  
Everett WA 98201  
(425) 252-2153 p  
www.2812architecture.com

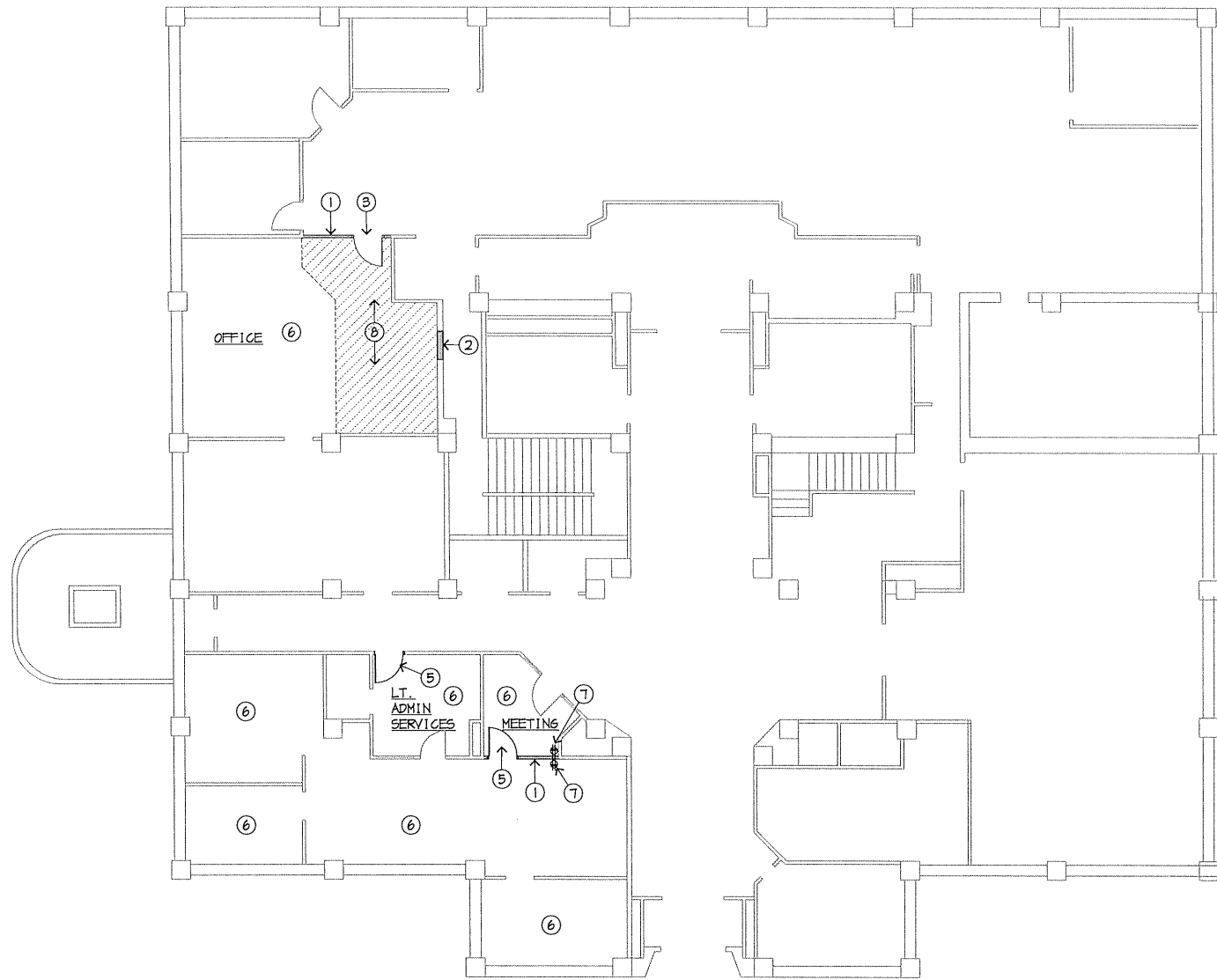
**2017**  
ARCHITECT

A Tenant Improvement for:  
**COE POLICE SOUTH PRECINCT LOCKER ROOMS**

1121 SE Everett Mall Way  
Everett, Washington

SPECIFICATIONS

Drawing:  
**A 2**  
# Number: 21m-4307



FIRST FLOOR PLAN

1/8"=1'-0"

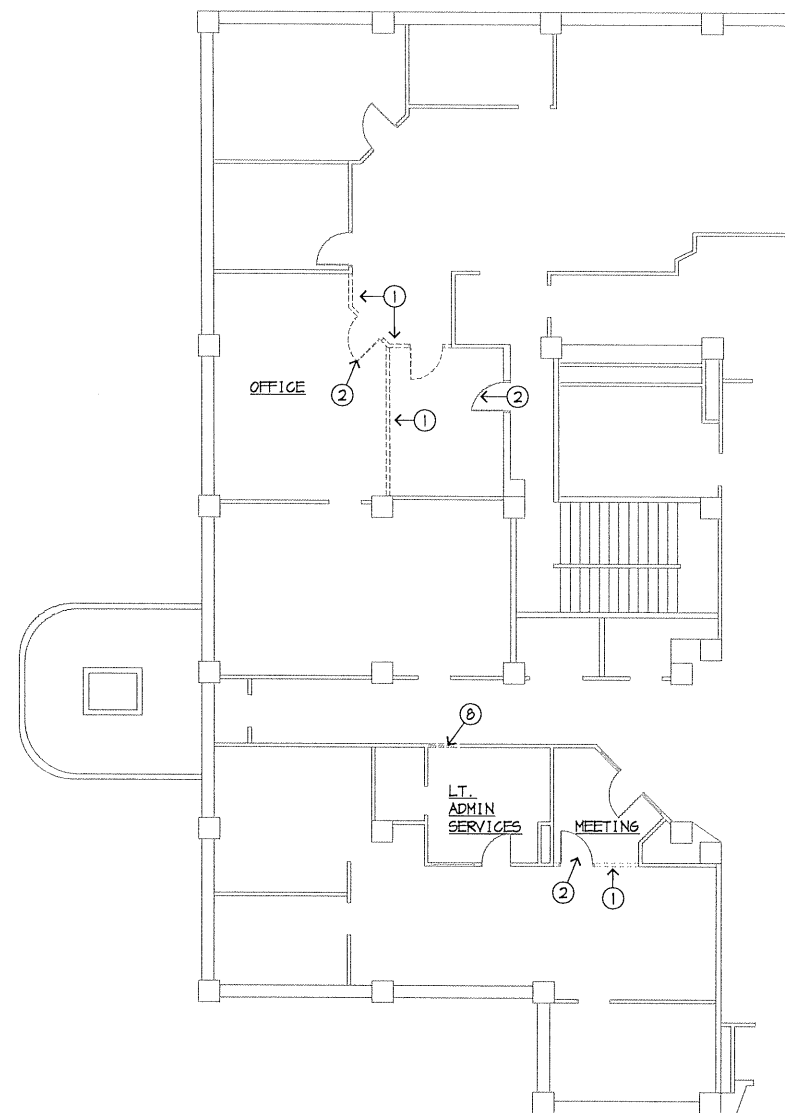


FLOOR PLAN NOTES

1. CONSTRUCT WALL FROM FLOOR TO CL6 USING 2X4 WOOD STUDS @ 16" O/C W/ 5/8" GNB EA SIDE. PAINT TO MATCH EXIST.
2. INFILL EXIST. OPENING W/ FRAMING & GNB TO MATCH EXIST.
3. RELOCATE 3'-0"X 7'-0" WOOD DOOR. SEE DEMOLITION PLAN NOTE #2. PROVIDE NEW WOOD FRAME AT THIS LOCATION.
4. 3'-0"X 7'-0" WOOD DOOR WITH WOOD FRAME SECOND FLOOR FORENSIC ROOM. PROVIDE 1 1/2 PAIR BUTTS AND 1 LOCKSET.
5. NOT USED
6. FINISHES: CARPET TILES BY OWNER, INSTALLED BY CONTRACTOR. RUBBER BASE, PAINT WALLS AND CEILING TO MATCH EXIST
7. PROVIDE POWER AND DATA PER PLAN. SEE ELECTRICAL LEGEND ON DWG. A2.2.
8. ADJUST CEILING IN THE AREA TO MATCH EXISTING CEILING IN REMAINING OFFICE AREA

ELECTRICAL LEGEND

- FOURPLEX RECEPTACLE
- 3-LINE ETHERNET BOX
  1. CITY INTERNET
  2. "COLD" LINE
  3. NAS ETHERNET
- DESK PHONE PORT
- TV/CABLE



FIRST FLOOR DEMO PLAN

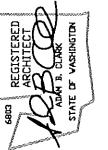
1/8"=1'-0"



DEMOLITION PLAN NOTES

1. REMOVE EXISTING WALL CONSTRUCTION INCLUDING ALL DOORS AND OTHER ITEMS ASSOCIATED WITH THE EXISTING WALL CONSTRUCTION. PATCH AND REPAIR AS REQ'D.
2. REMOVE EXISTING DOOR AND FRAME. RELOCATE PER FLOOR PLAN NOTE #3

Date:	For:
24 FEB 2024	ISSUE FOR BIDDING



2812 Colby Avenue  
Everett WA 98201  
(425) 252-2153 P  
www.z812architecture.com

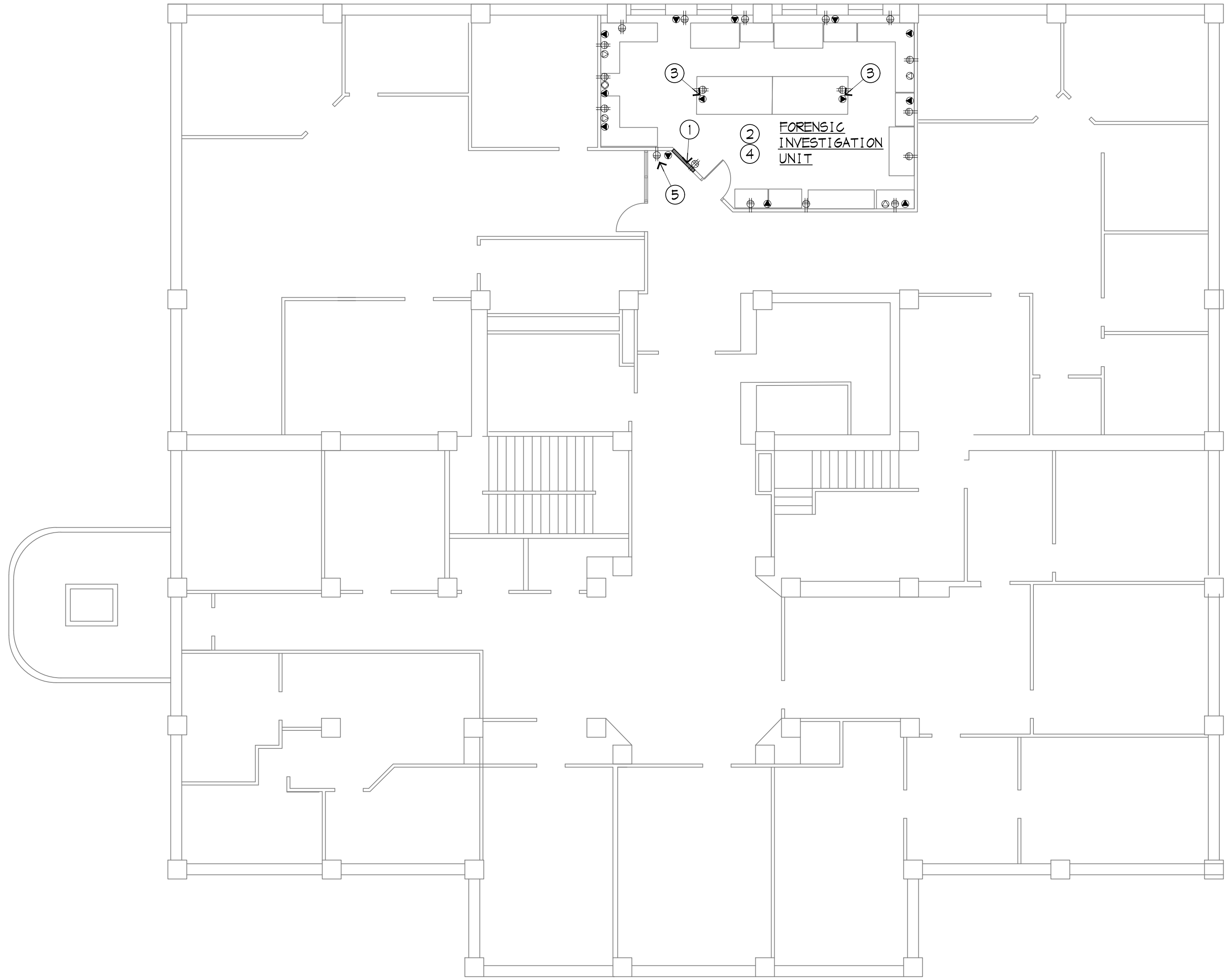
2017  
ARCHITECTURE

A TENANT IMPROVEMENT for:  
Everett Police Downtown Precinct Improvements

3002 Welmore Ave  
Everett, Washington 98201

Contents:  
FIRST FLOOR PLAN

Drawing:
A 2.1
Job Number
22m-4468



SECOND FLOOR PLAN

1/8"=1'-0"

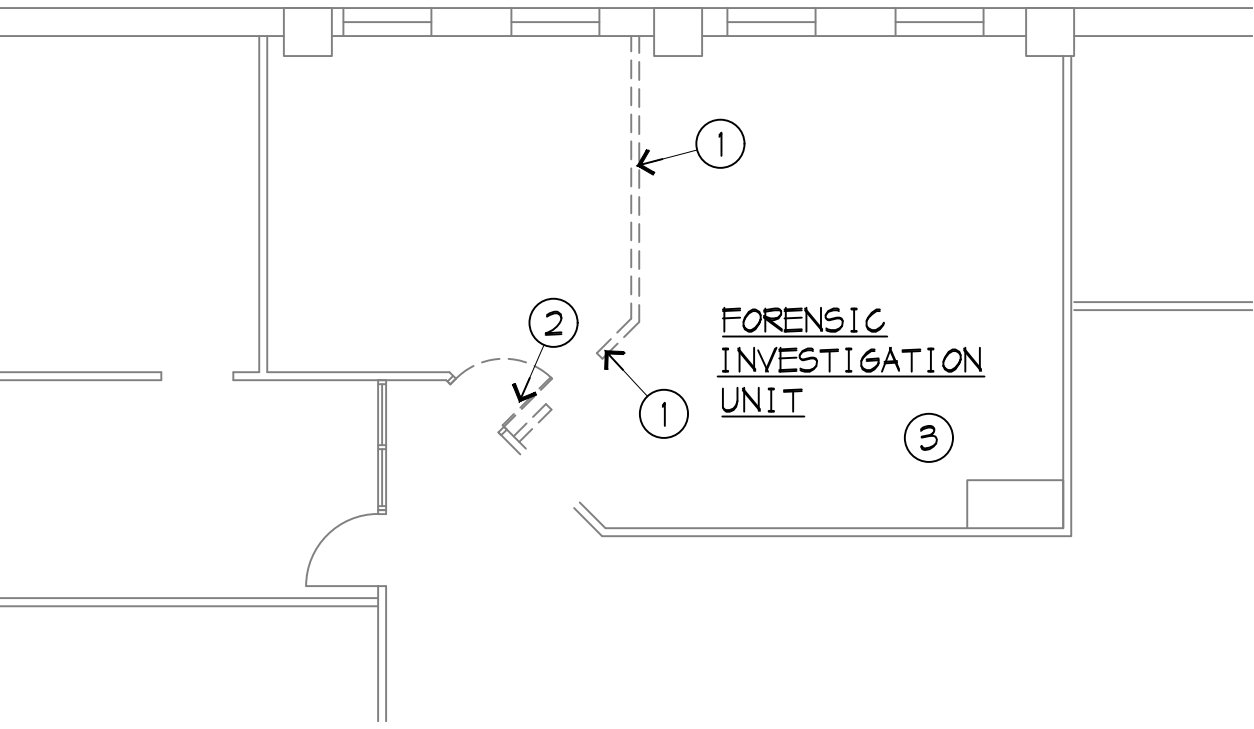


FLOOR PLAN NOTES

1. INFILL EXIST. OPENING W/ FRAMING & GNB TO MATCH EXIST.
2. FINISHES: STATIC DISSIPATIVE FLOOR TILE BY OWNER, INSTALLED BY OWNER. INSTALL RUBBER BASE, PAINT NEW WALLS AND CEILING TO MATCH EXIST.
3. PROVIDE POWER POLE TO CENTER WORK TABLES
4. PROVIDE POWER AND DATA PER PLAN. SEE ELECTRICAL LEGEND ON DWG. A2.2
5. RELOCATE EXISTING FARADAY BOX AND POWER COORD. LOCATION W/ OWNERS REP.

ELECTRICAL LEGEND

- FOURPLEX RECEPTACLE
- 3-LINE ETHERNET BOX
  - 1. CITY INTERNET
  - 2. "COLD" LINE
  - 3. NAS ETHERNET
- DESK PHONE PORT
- TV/CABLE



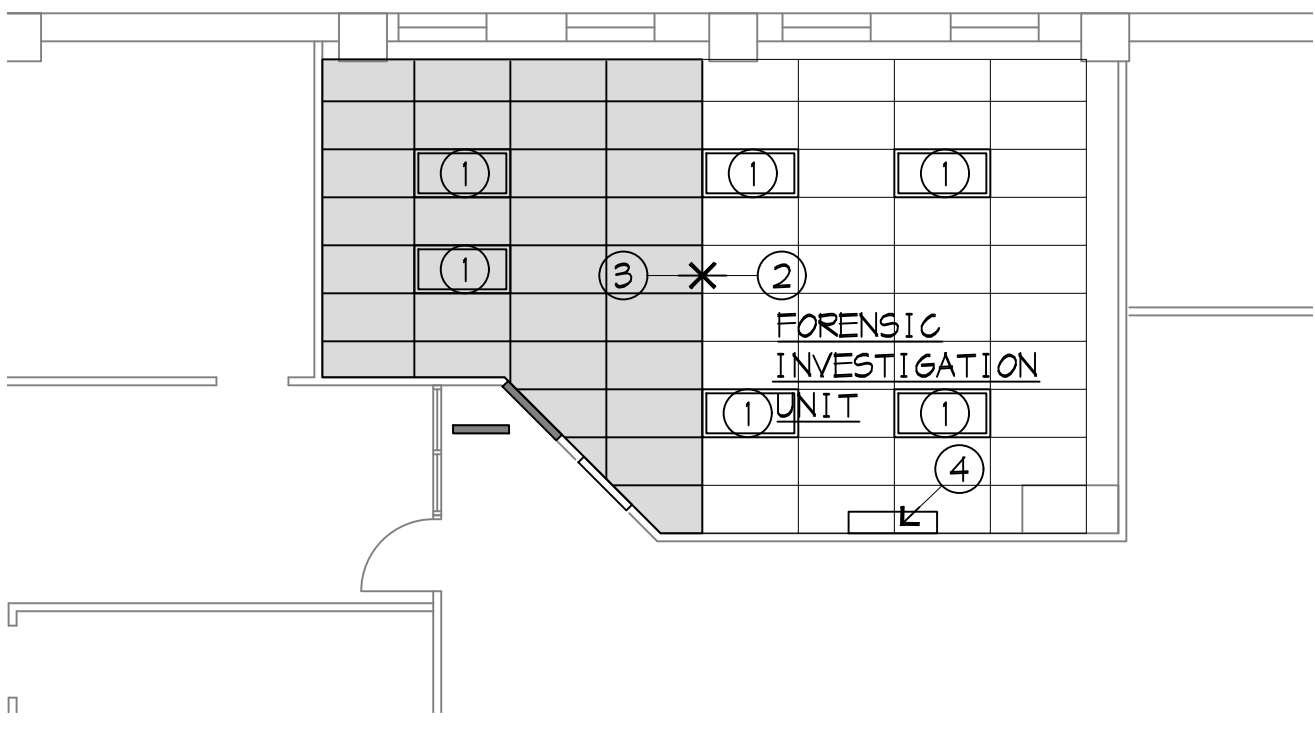
SECOND FLOOR DEMO PLAN

1/8"=1'-0"



DEMOLITION PLAN NOTES

1. REMOVE EXISTING WALL CONSTRUCTION INCLUDING ALL DOORS AND OTHER ITEMS ASSOCIATED WITH THE EXISTING WALL CONSTRUCTION. PATCH AND REPAIRS AS REQ'D.
2. REMOVE EXISTING DOOR AND FRAME
3. REMOVE ALL EXISTING WALL MOUNTED SHELVING, TV'S ETC.



SECOND FLOOR RCP

1/8"=1'-0"



REFLECTED CEILING PLAN NOTES

1. REPLACE EXISTING 2X4 FLUORESCENT LIGHTS WITH ZENITH, 50 WATT, 2X4 LED TROFFERS.
2. KEEP EXISTING CEILING GRID IN THIS PORTION OF SPACE.
3. PROVIDE NEW 2X4 CELING GRID IN SHADED PORTION OF SPACE. ALIGN WITH THE EXISTING CEILING GRID IN THE NORTH PORTION OF THIS SPACE.
4. EXIST. HVAC TO REMAIN.

A TENANT IMPROVEMENT for:  
Everett Police Downtown Precinct Improvements

3002 Wetmore Ave  
Everett, Washington 98201

Contents:  
SECOND FLOOR PLAN

Drawing:

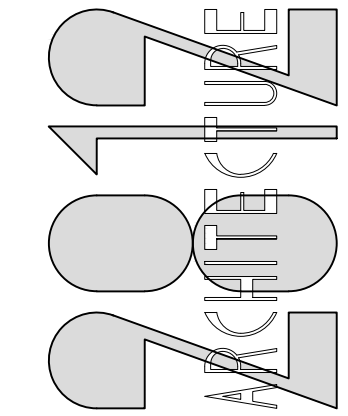
A 2.2

Job Number:

22m-4468



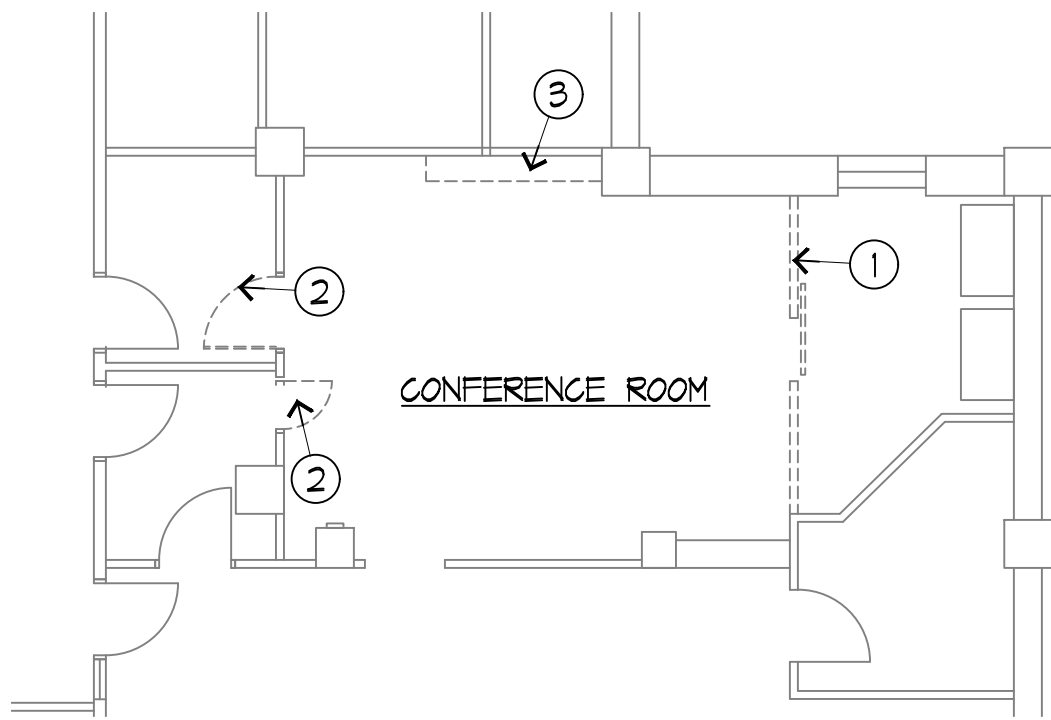
2812 Colby Avenue  
Everett WA 98201  
(425) 252-2153 p  
www.2812architecture.com





THIRD FLOOR PLAN

1/8"=1'-0"



THIRD FLOOR DEMO PLAN

1/8"=1'-0"

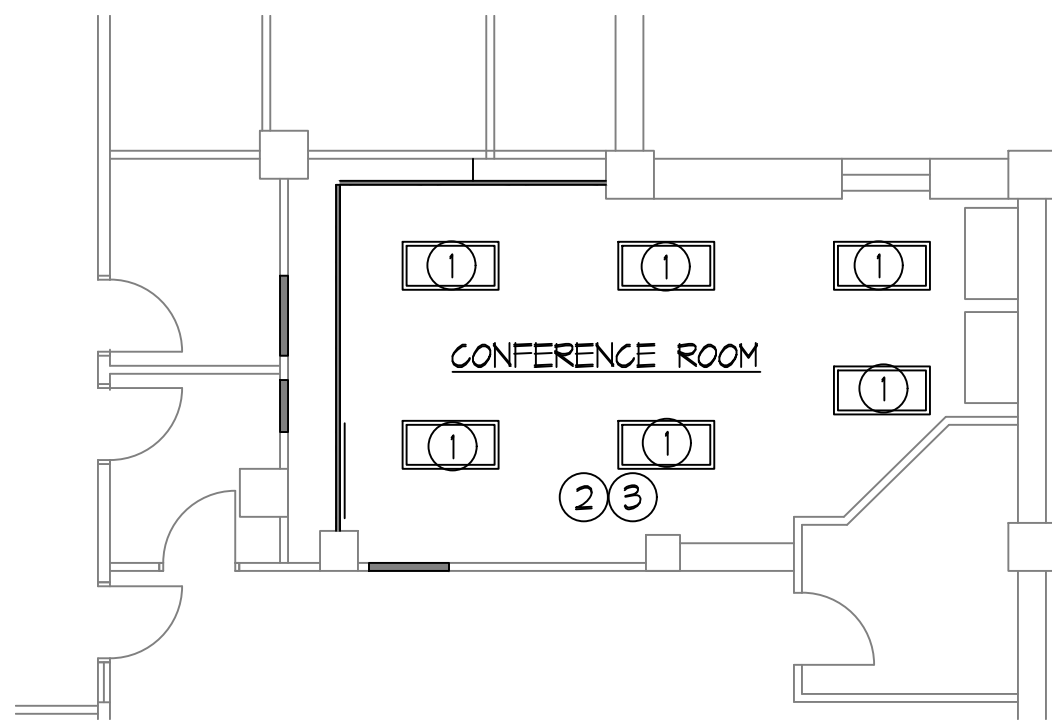


FLOOR PLAN NOTES

1. INFILL EXIST. OPENING W/ FRAMING & GNB TO MATCH EXIST.
2. NEW WALL MOUNTED MONITOR. FURNISHED BY OWNER INSTALLED BY CONTRACTOR
3. FINISHES: CARPET TILES BY OWNER, INSTALLED BY CONTRACTOR. INSTALL RUBBER BASE, & PAINT WALLS AND CEILING TO MATCH EXIST.
4. MAILBOX SLOTS PER DTL. 4/A2.3.
5. PROVIDE DRY-ERASE BOARD. UNLINE H617 4'X3' NON MAGNETIC MELAMINE.
6. PROVIDE 1FIT WHITE CORDLESS BLACKOUT ROLLER SHADE TO COVER DRY-ERASE BOARD. CUT TO FIT

ELECTRICAL LEGEND

- FOURPLEX RECEPTACLE
- 3-LINE ETHERNET BOX
  1. CITY INTERNET
  2. "COLD" LINE
  3. NAS ETHERNET
- DESK PHONE PORT
- TV/CABLE



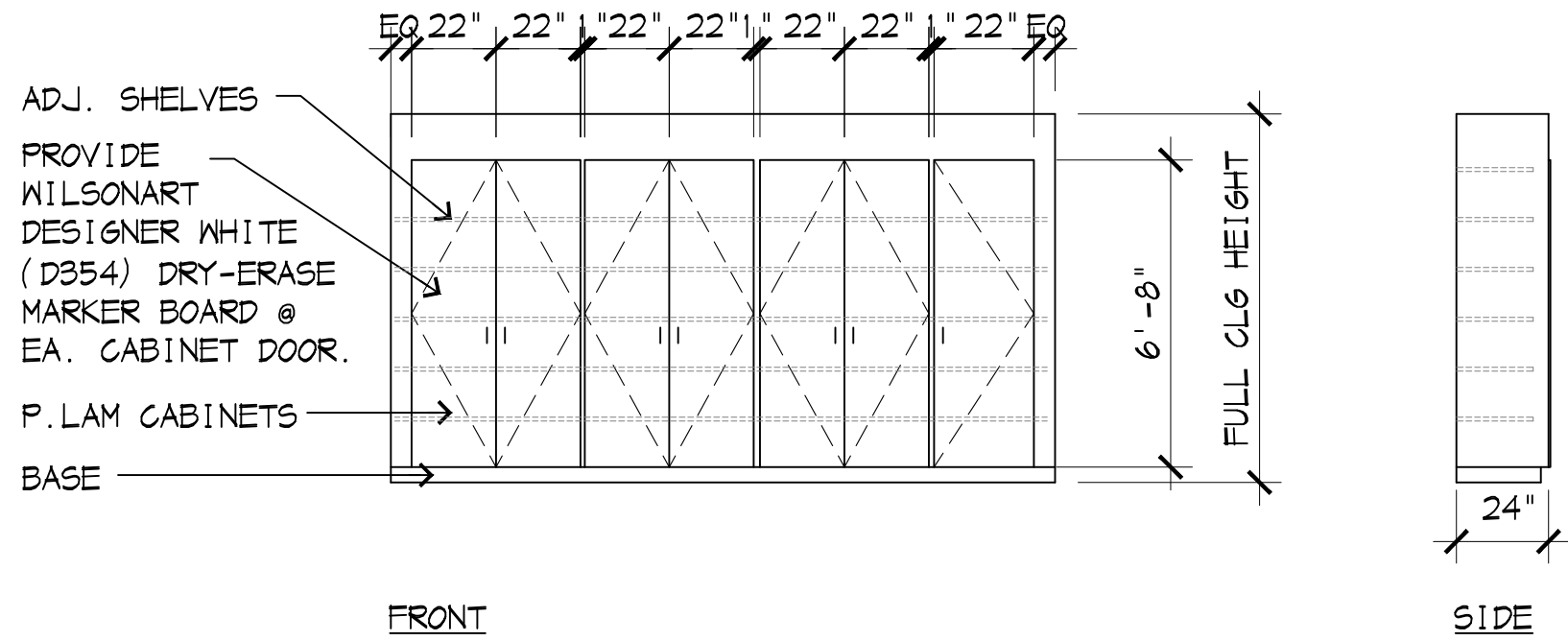
THIRD FLOOR RCP

1/8"=1'-0"



REFLECTED CEILING PLAN NOTES

1. REPLACE EXISTING 2X4 FLUORESCENT LIGHTS WITH ZENITH, 50 WATT, 2X4 LED TROFFERS. PROVIDE 1 SWITCH FOR ENTIRE ROOM. LOCATE ADVALENT TO ENTRY ROOM.
2. EXIS. HVAC TO REMAIN
3. EXISTING CEILING TO REMAIN. PATCH AND REPAIR AS REQUIRED

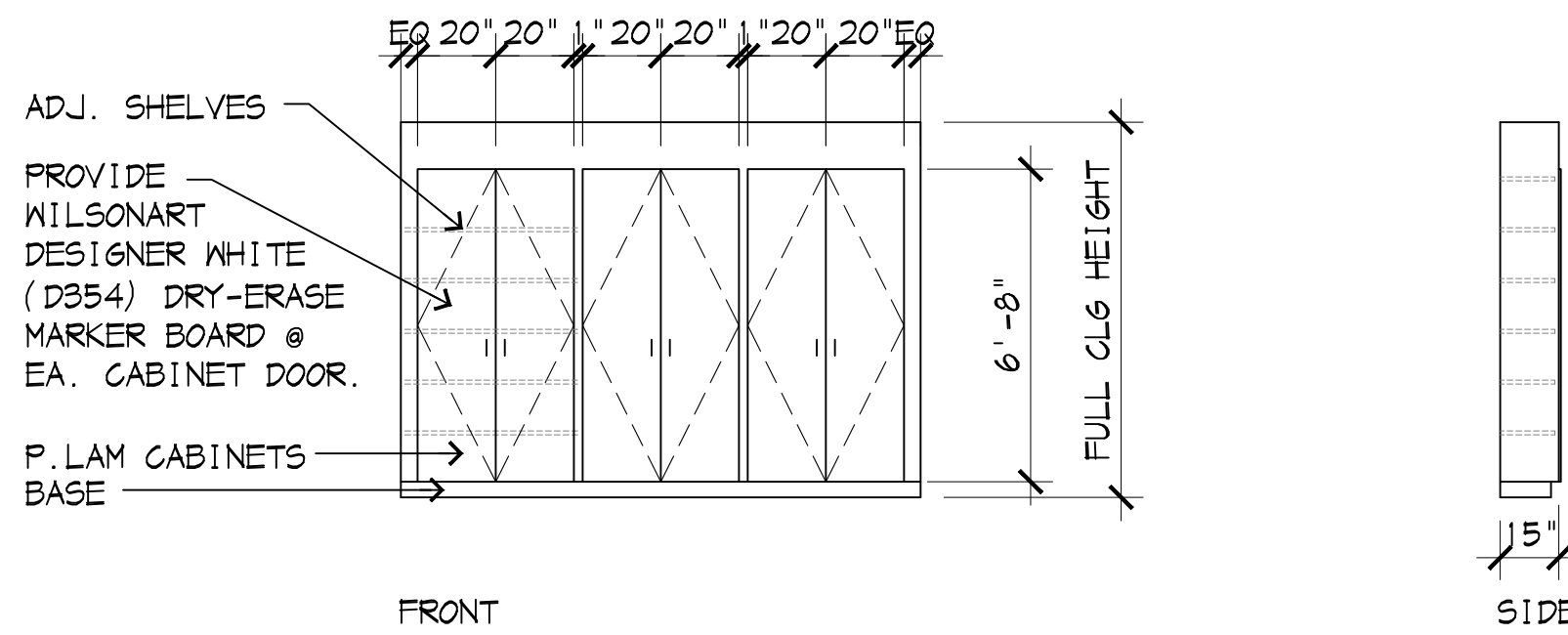


FRONT

1

WALL CABINET 'A'

1/4" = 1'-0"

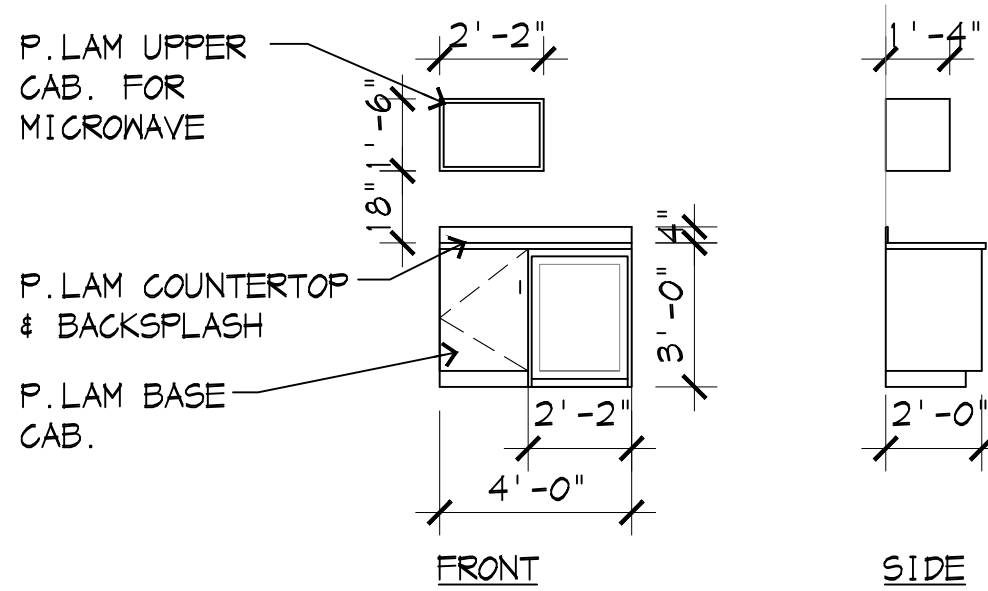


FRONT

2

WALL CABINET 'B'

1/4" = 1'-0"

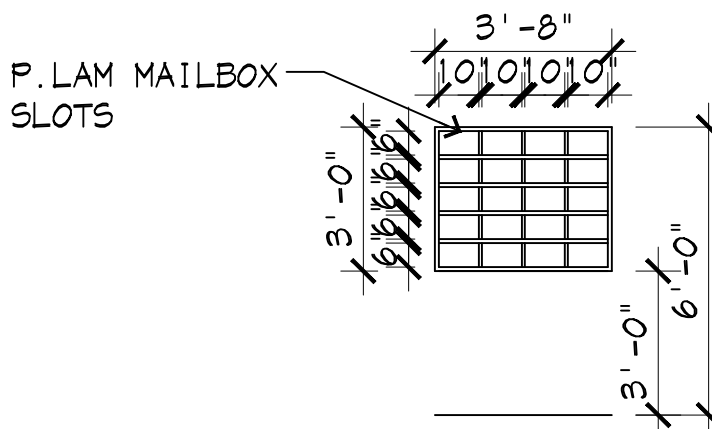


FRONT

3

COFFEE BAR

1/4" = 1'-0"

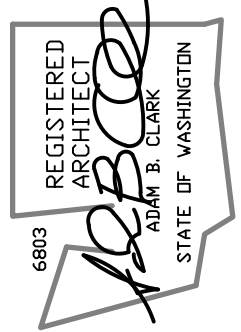


4

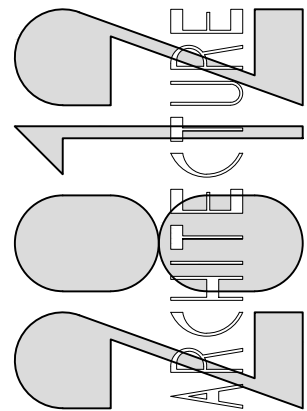
MAIL SLOTS

1/4" = 1'-0"

Date:	29 FEB 2024
For:	ISSUE FOR BIDDING



2812 Colby Avenue  
Everett WA 98201  
(425) 252-2153 p  
www.2812architecture.com



A TENANT IMPROVEMENT for:  
**Everett Police Downtown Precinct Improvements**

3002 Wetmore Ave  
Everett, Washington 98201

Contents: THIRD FLOOR PLAN

Drawing:

**A 2.3**

Job Number:

22m-4468



FINISH SCHEDULE										
ROOM #	ROOM NAME	FLOOR	BASE	WALLS				WAINSCOT	CEILING	NOTES ②④ TYP.
				NORTH	EAST	SOUTH	WEST			
127	ENTRY	F-1	B-1	N-1	N-1	N-1	N-1	-	C-1, C-2	-
128	WOMEN'S TOILET	F-1	B-1	N-1	N-1	N-1	N-1	WC-1	C-1	NOTE 6, 7, 11, 14, 15
129	WOMEN'S LOCKER ROOM	F-1	B-1, B-2	N-1	N-1	N-1	N-1	WC-2	C-1, C-2	NOTE 3, 5, 16
130	WOMEN'S SHOWER	F-2	-	N-2	N-2	N-2	N-2	-	C-1	NOTE 10, 11
131	WOMEN'S SINK	F-1	B-1	N-1	N-1	N-1	N-1	WC-1	C-1	NOTE 1, 9, 12, 13
132	ENTRY	F-1	B-1	N-1	N-1	N-1	N-1	-	C-1, C-2	-
133	MEN'S TOILET	F-1	B-1	N-1	N-1	N-1	N-1	WC-1	C-1	NOTE 6, 7, 8, 11, 14, 15
134	MEN'S LOCKER ROOM	F-1	B-1, B-2	N-1	N-1	N-1	N-1	WC-2	C-1, C-2	NOTE 3, 5
135	MEN'S SHOWERS	F-2	-	N-2	N-2	N-2	N-2	-	C-1	NOTE 10, 11
136	MEN'S SINK	F-1	B-1	N-1	N-1	N-1	N-1	WC-1	C-1	NOTE 1, 9, 12, 13

FINISH MATERIALS

FLOOR MATERIALS

F-1	SHEET VINYL MANNINGTON COMMERCIAL ENTWINED SHEET VINYL STYLE: SUBER COLOR: KAMALA ETW455
F-2	PORCELAIN TILE BEDROSANS PULPIS 1X4 MOSAIC TILE COLOR: TORTORA-HONED *PROVIDE THE WATERSTOPPER FROM BESTBATH PER DTL 1/A2. COLOR: GREY

BASE MATERIALS

B-1	6" COVE BASE
B-2	4" VINYL JOHNSONITE COLOR: 29 MOON ROCK W6

WALL FINISHES

W-1	SATIN SHERWIN WILLIAMS COLOR: MOONLIGHT 5430
W-2	CERAMIC TILE (FULL HIGHT OF SHOWER) DAL TILE 4X12 FIELD TILE COLOR: MATTE UPTOWN TAUPE 0732

CEILING

C-1	SEMI-GLOSS ENAMEL SHERWIN WILLIAMS COLOR: PURE WHITE 7005
C-2	EXISTING CL6 TILE TO REMAIN (REPLACE AS NEEDED)

WAINSCOT

WC-1	PORCELAIN TILE (7'-0" HIGH) BEDROSANS PULPIS 12X24 TILE COLOR: TORTORA-HONE PROVIDE ALUMINUM TRIM AS NEEDED
WC-2	FRP (7'-0" HIGH) MARLITE COLOR: WHITE S100 S25 PROVIDE ALUMINUM TRIM AS NEEDED

FINISH NOTES

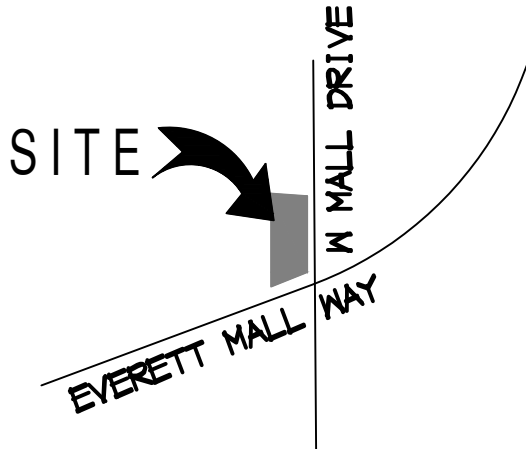
- PROVIDE NEW COUNTERTOPS AND SINKS.  
COUNTER TOPS: CORIAN WHITE ONYX  
SINKS: CORIAN ELEMENTS, 8TIP, 6LACIER  
WHITE. W/ SINGLE HANDLE FAUCET.
- USE WATER RESISTANT GRAB AT ALL WALLS, USE  
CEMENT BOARD BEHIND ALL TILE FINISHES AND  
FRP.
- REPLACE EXISTING RUBBER BASE WITH NEW  
RUBBER BASE PER SCHEDULE BELOW LOCKERS.
- ALL GROUT TO BE LATIGRETE COLOR LIGHT  
FENTER 90.
- SAND AND REFINISH EXISTING BENCHES WITH  
CLEAR FINISH.
- REMOVE AND REPLACE ALL TOILET PARTITIONS  
WITH FLOOR MOUNTED SCRANTON PRODUCTS, HINY  
HIDER COLOR: SHALE
- REMOVE AND REPLACE ALL EXIST. TOILETS WITH  
AMERICAN STANDARD EVERCLEAN AUTO-FLUSHING  
TOILET.
- REMOVE AND REPLACE ALL EXIST. URINALS WITH  
AMERICAN STANDARD MAYBROOK AND FLUSHING  
URINAL WITH 0.125 GPF PACKAGE.
- REMOVE AND REPLACE ALL EXIST. ABOVE SINK  
MIRRORS WITH 6'-0" X 30" MIRROR (VERIFY  
SIZE). SET B.O. REFLECTIVE SURFACE @ 3'-4"  
A.F.F.
- REMOVE AND REPLACE ALL SHOWER ACCESSORIES  
WITH SPEAKMAN SM-1050-P NEA ADA HANDHELD  
SHOWER COMBO. RE-USE EXIST. SHOWER BENCH  
WHERE NEEDED.
- REMOVE AND REPLACE EXIST. GRAB BARS WITH  
NEW BOBRICK STAINLESS STEEL, SATIN FINISH  
GRAB BARS.
- REMOVE AND REPLACE ALL EXISTING PAPER  
TOWEL DISPENSERS WITH OWNER SUPPLIED  
SINGLE ROLL PAPER TOWEL DISPENSER KIMBERLY  
CLARK 09996 (03).
- REMOVE AND REPLACE ALL EXISTING HAND SOAP  
DISPENSERS WITH OWNER SUPPLIED COASTWIDE  
J-SERIES MANUAL SOAP DISPENSER MODEL  
#CWJMS.
- REMOVE AND REPLACE ALL EXISTING SEAT-COVER  
DISPENSERS WITH OWNER SUPPLIED SEAT-COVER  
DISPENSER, BRIGHTON, MODEL #BPR52030.
- REMOVE AND REPLACE ALL EXISTING TOILET  
TISSUE DISPENSERS WITH OWNER SUPPLIED  
SINGLE ROLL COASTWIDE CW41170.
- REMOVE AND REPLACE EXISTING SANITARY  
NAPKIN DISPENSER WITH OWNER SUPPLIED  
ASI 10-0852 STAINLESS STEEL DISPENSER.
- PROVIDE NEW SHOE SHINE STATIONS IN BOTH  
MEN'S AND WOMEN'S RESTROOMS PER DTL 2/A2.
- REMOVE AND REPLACE ALL EXISTING FAUCETS  
WITH A SINGLE HANDLE CENTERSET FAUCET WITH  
LONG LEVER.
- REMOVE & REPLACE EXIST. VANITY LIGHTING  
ABOVE MIRRORS W/ 8' SURFACE MOUNTED LED  
FIXTURE "LEDVANCE CCT SELECTABLE LINER  
SLIT.

FINISH LENGEND

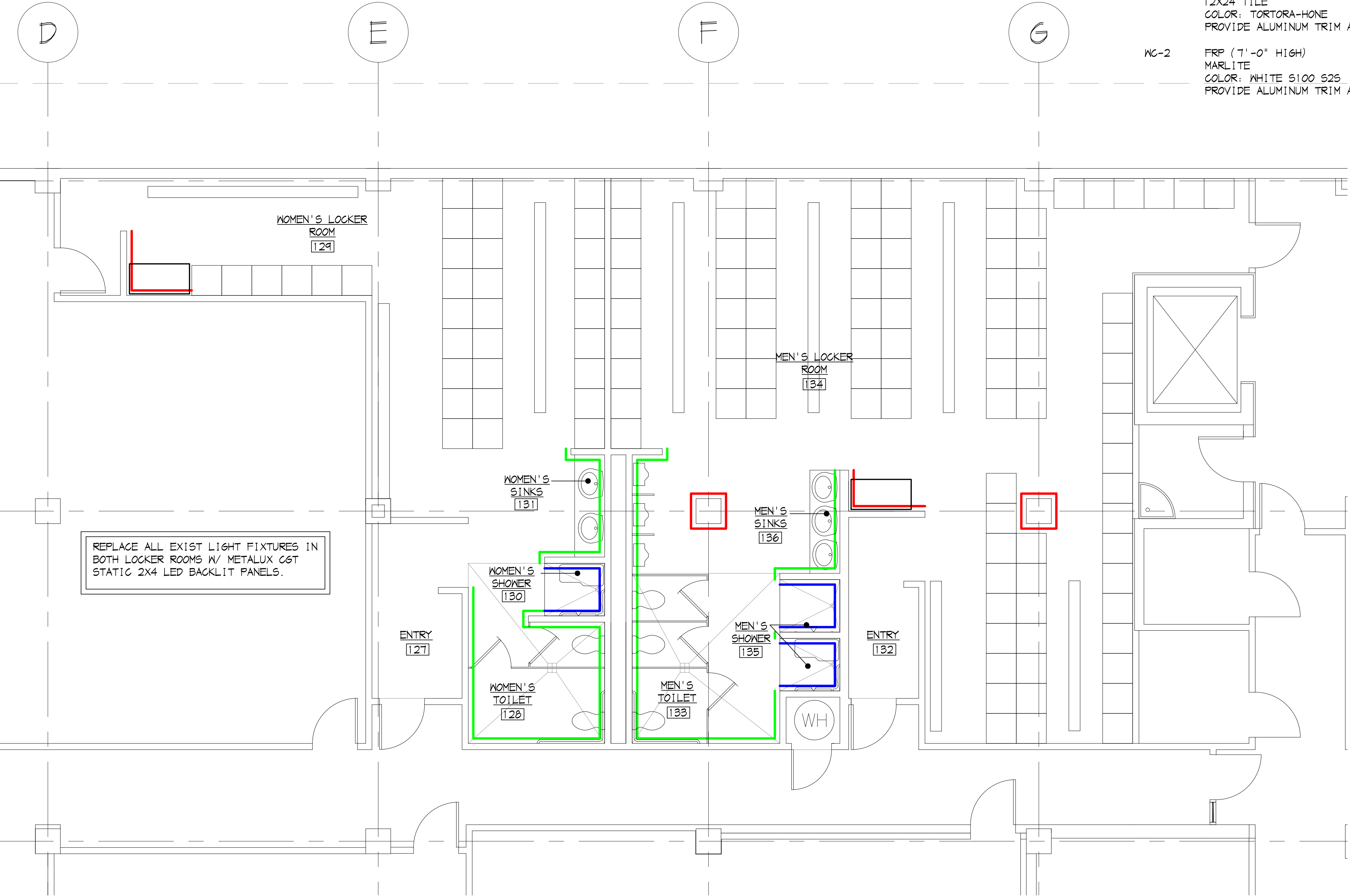
—	W-2
—	WC-1
—	WC-2

INDEX OF DRAWINGS

- A1 FLOOR PLAN AND SCHEULES  
A2 SPECIFICATIONS



VICINITY MAP  
1/8" = 1'-0"

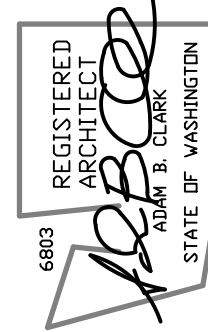


LOCKER ROOM FLOOR PLAN

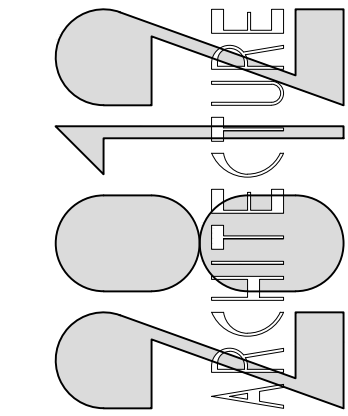
1/4" = 1'-0"



Date:	05 JAN 2024	ISSUE FOR BIDDING
For:	06 MAY 2024	APPENDIX #2



2812 Colby Avenue  
Everett WA 98201  
(425) 252-2153 p  
www.2812architecture.com



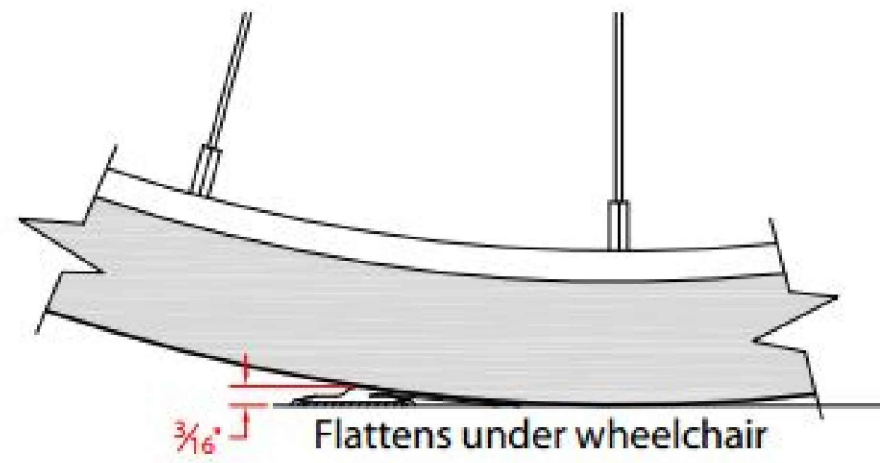
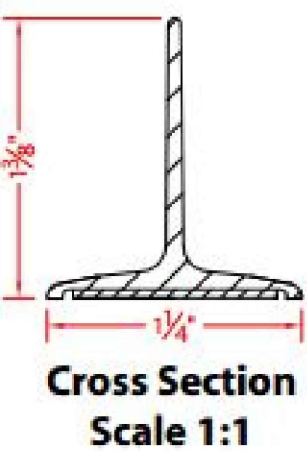
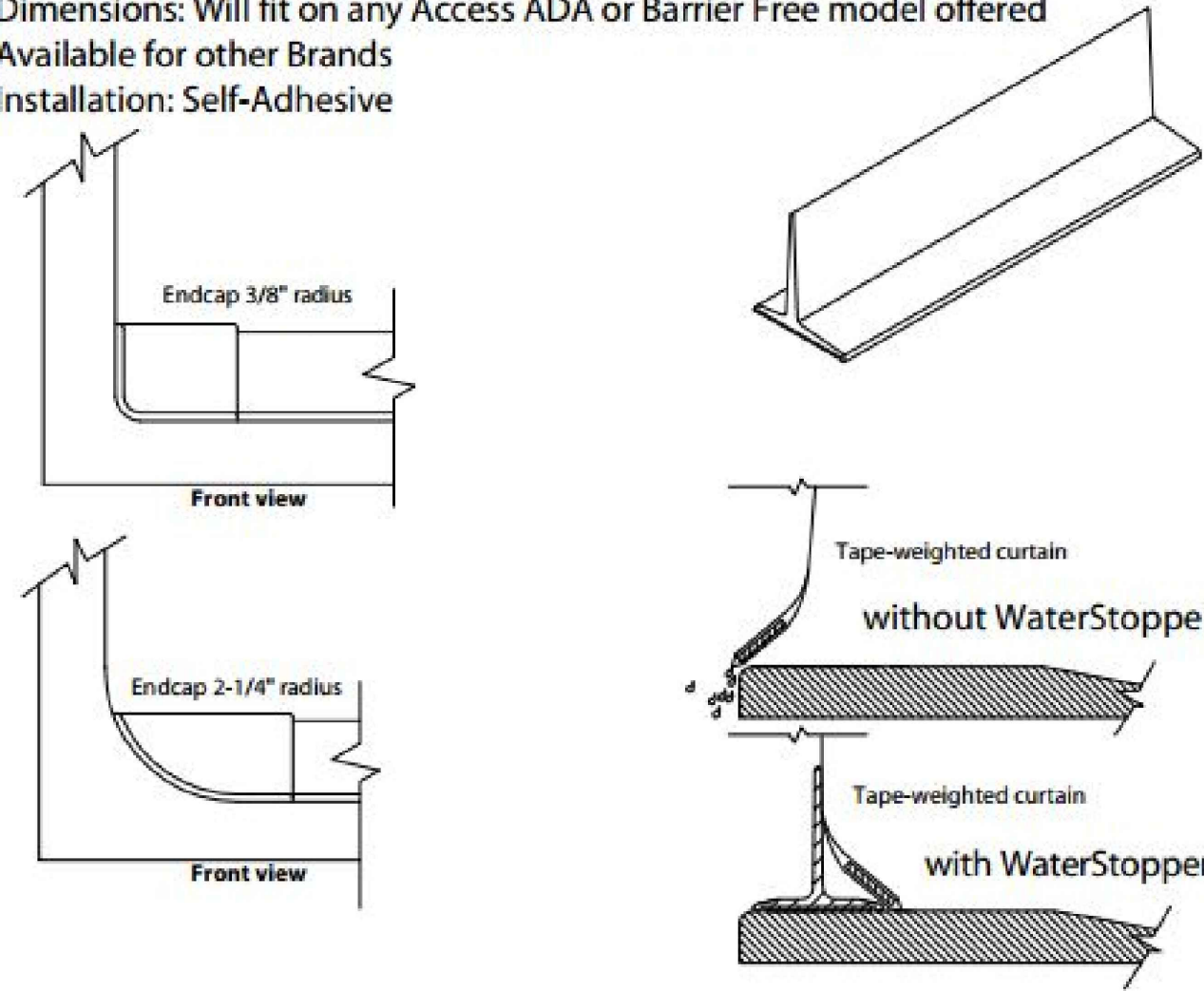
A Tenant Improvement for:  
**COE POLICE SOUTH PRECINCT LOCKER ROOMS**  
1121 SE Everett Mall Way  
Everett, Washington

Drawing:	A1
Job Number:	21m-4307



"THE SOLUTION TO WET FLOORS"

- Material:
  - T-shaped Strip: Grey or Beige EPDM Rubber, 50 Durometer
  - Endcaps: injection molded Vyram rubber, matching color
- Dimensions: Will fit on any Access ADA or Barrier Free model offered
- Available for other Brands
- Installation: Self-Adhesive



1 WATERSTOPPER  
N.T.S.

FINISH MATERIALS - GENERAL

DELIVERY, STORAGE, AND HANDLING

1. Store products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F. Store rolls upright.
2. Maintain temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 85 deg F, in spaces to receive floor tile during the following time periods:
  - a. 48 hours before installation.
  - b. During installation.
  - c. 48 hours after installation.
3. After post installation period, maintain temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.
4. Close spaces to traffic during installation and for 48 hours after floor covering installation.
5. Install floor coverings after other finishing operations, including painting, have been completed.
6. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - a. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, in roll form and in full roll width for each color, pattern, and type of sheet vinyl floor covering
  - b. Furnish not less than 5% fraction thereof, in for each color, pattern, and type of tile wall and floor products.

7. Owner to provide an on-site storage facility and public parking needed for safe and efficient execution of the work to meet the contract requirements. Photos of storage area are attached in exhibit B.

LIGHTING

Remove and replace all existing light fixtures in both locker rooms. Replace those in the hard lid and drop ceiling with Metalux C6T static LED backlit panels. Replace surface mounted fixtures with LED equivalent. Total number is: (21) 2'x4' fixtures in drop ceiling; (1) 2'x2' fixture in drop ceiling; (6) 1'x4' fixtures in hard lid and (2) surface mount approximately 6"x48" over sinks. Contractor to verify.

TILE

1. QUALITY CONTROL: All tile materials shall conform to therecommended practices of the TILE COUNCIL of AMERICA, INC.
2. Use tile products as shown on the drawings.
3. GROUT:
  - a. Joints in floors, walls and base EPOXY IS REQUIRED - Hydroment V-POXY AARII or approved alternate. Hydroment sanded joint filler as manufactured by the UPCO COMPANY CUSTOM BUILDING PRODUCTS approve equal. Color to be chosen form manufacturers standard colors.
4. CONCRETE TILE BACKER BOARD:
  - a. Durock Nailable concrete backer board by USG INDUSTRIES, INC.To be installed per manufacturers specifications.

PERFORMANCE

1. Interior Ceramic Wall Tile shall be installed in accordance with TILE COUNCIL METHOD M243 Gypsum Board, Latex Portland Cement Bond Coat with HYDROMENT TILE-MATE 710 with FLEX-A-LASTIC additive.
2. Interior Floor Tile and Base to be installed in accordance with TILE COUNCIL THIN-SET METHOD F113 Dry Set mortar or 11atex portland cement mortar with HYDROMENT TILE-MATE 760 with FLEX-A-LASTIC additive.

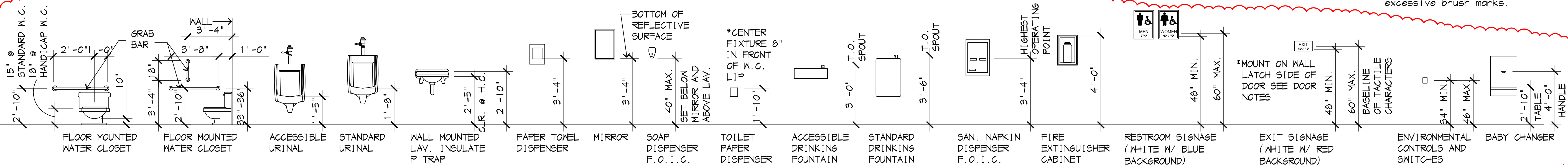
3. Joints in floor and base to be installed in accordance with the TILE COUNCIL METHOD #115 Dry-Set Mortar with Epoxy Grout in lieu of cement base grout. Grout shall be HYDROMENT U-POXY AARII.  
Alternate: "HYDROMENT JOINT FILLER" by the UPCO CO. Install in accordance with Manufacturers directions. Joints shall be completely filled level to the shoulder of the tile and then tooled to a smooth dense finish.

4. Joints in wall tile shall be grouted with HYDROMENT Joint filler in accordance with manufacturers instructions. The tile shall be cleaned of surface grout as work proceeds using dry grout and burlap cloth.No Acid Cleaner shall be used.

5. Clear silicone sealant shall be used around perimeter tile edges when abutting other materials.

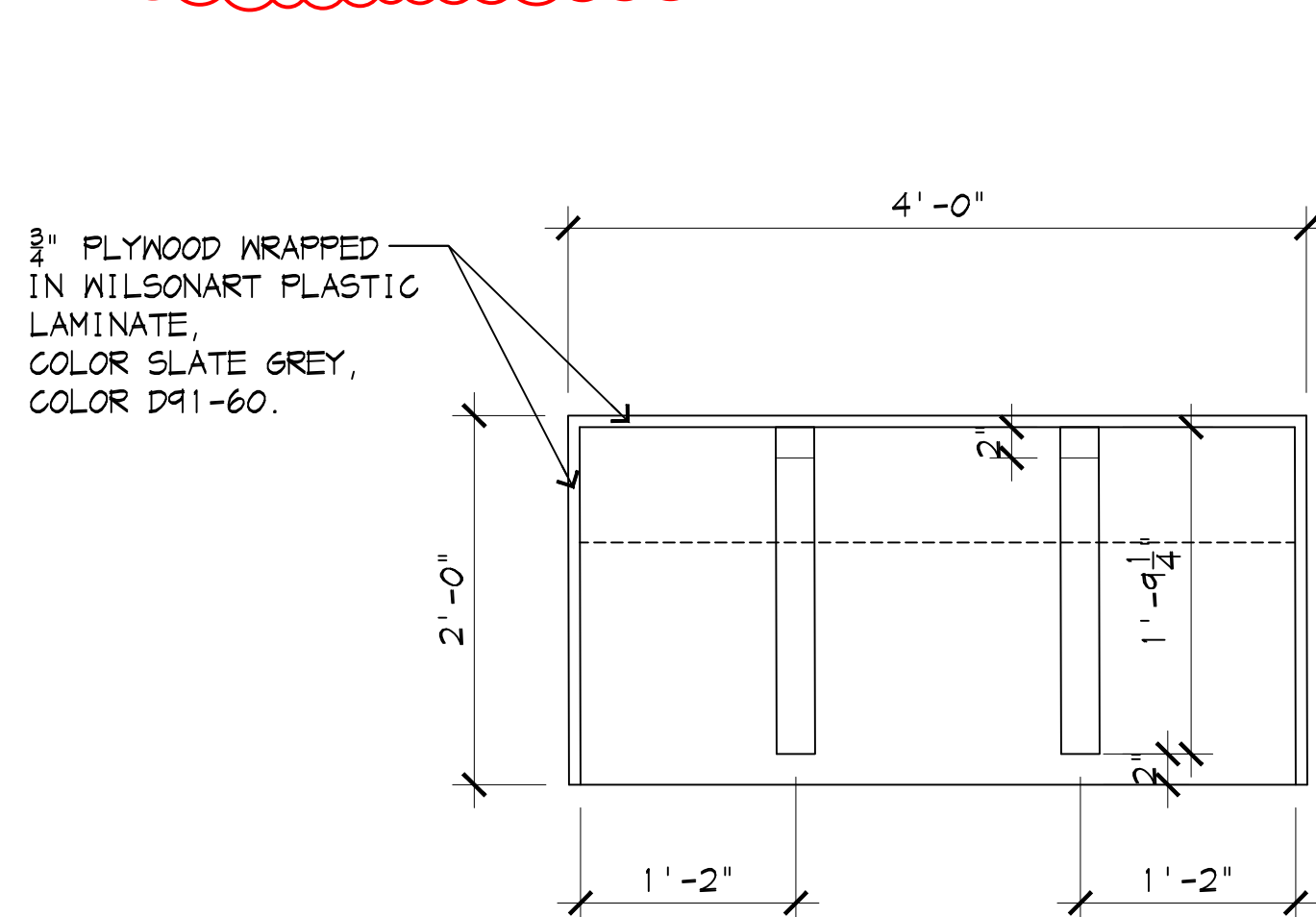
PAINTING

1. Paint brands and colors are shwon in the finish schedule. Unspecified brands of materials such as shellac, turpentine, thinner etc. shall be pure and of the best quality obtainable. All materials shall be used without alterations and only as specified by the paint manufacturer.
2. Putty and fillers shall be as recommended by the paint manufacturer.
3. Caulking material shall be "MONO" ACRYLIC TERPOLYMER SEALANT by TREMCO MANUFACTURING CO., or approved equal.
4. WORKMANSHIP:
  - a. All surfaces to be painted shall be clean and free of debris and dust or grit before painting is started. Painting shall not be done when there is excessive dust in the air. All pitch streaks, resin spots, etc. shall be cleaned of all residue and touched up with shellac before painting.
  - b. Undercoats of paint shall be tinted to a color approximating the finish coats, with enough variation in color to permit visual inspection of materials during this work.
  - c. All materials shall be evenly spread and flowed on without runs, sap or excessive brush marks.



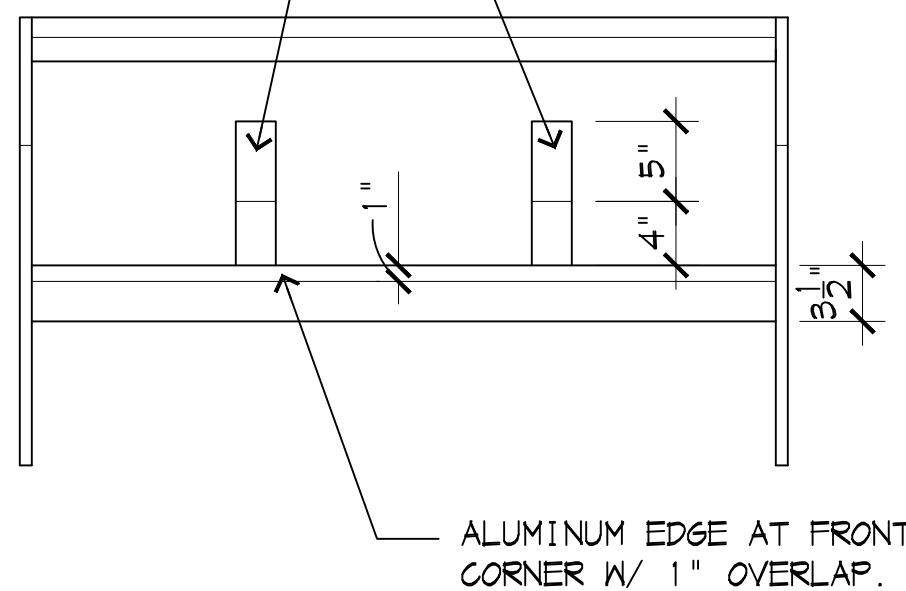
FIXTURE HEIGHTS

1/4" = 1'-0"

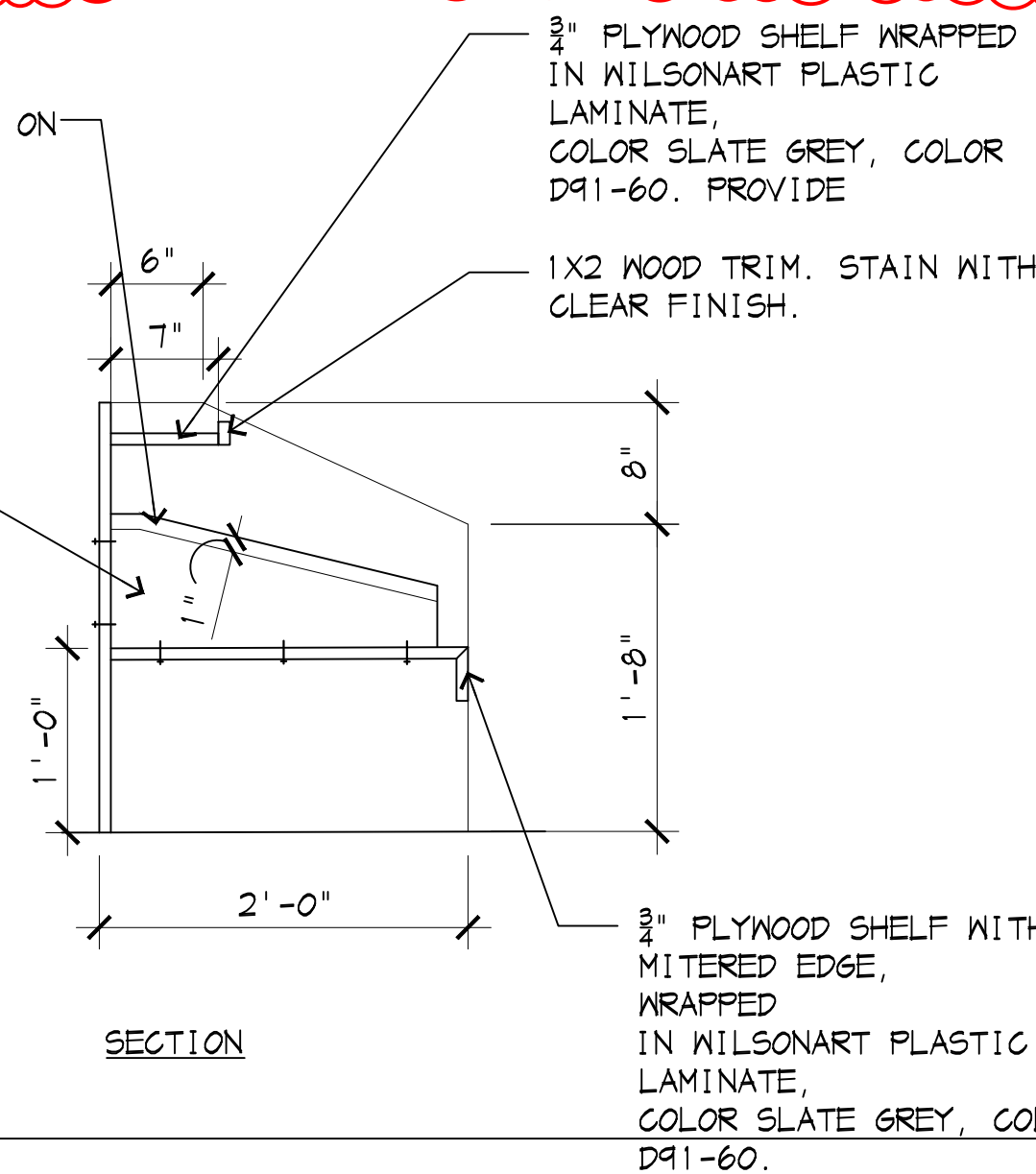


WOOD SHOE REST. SECURE TO BACK AND BOTTOM USING 2\"/>

PROVIDE 1\"/>

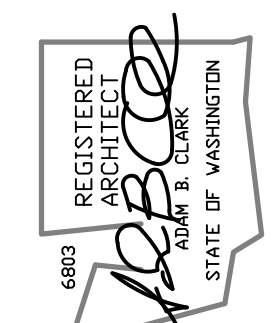


ELEVATION

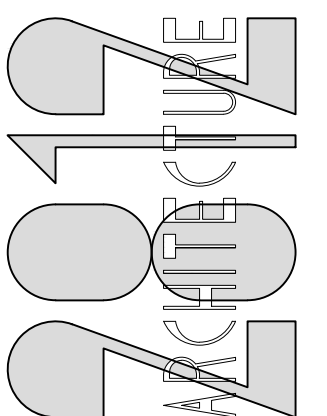


SECTION

2 SHOE SHINE STATION  
SCALE: 1"=1'-0"



2812 Colby Avenue  
Everett WA 98201  
(425) 252-2153 p  
www.2812architecture.com

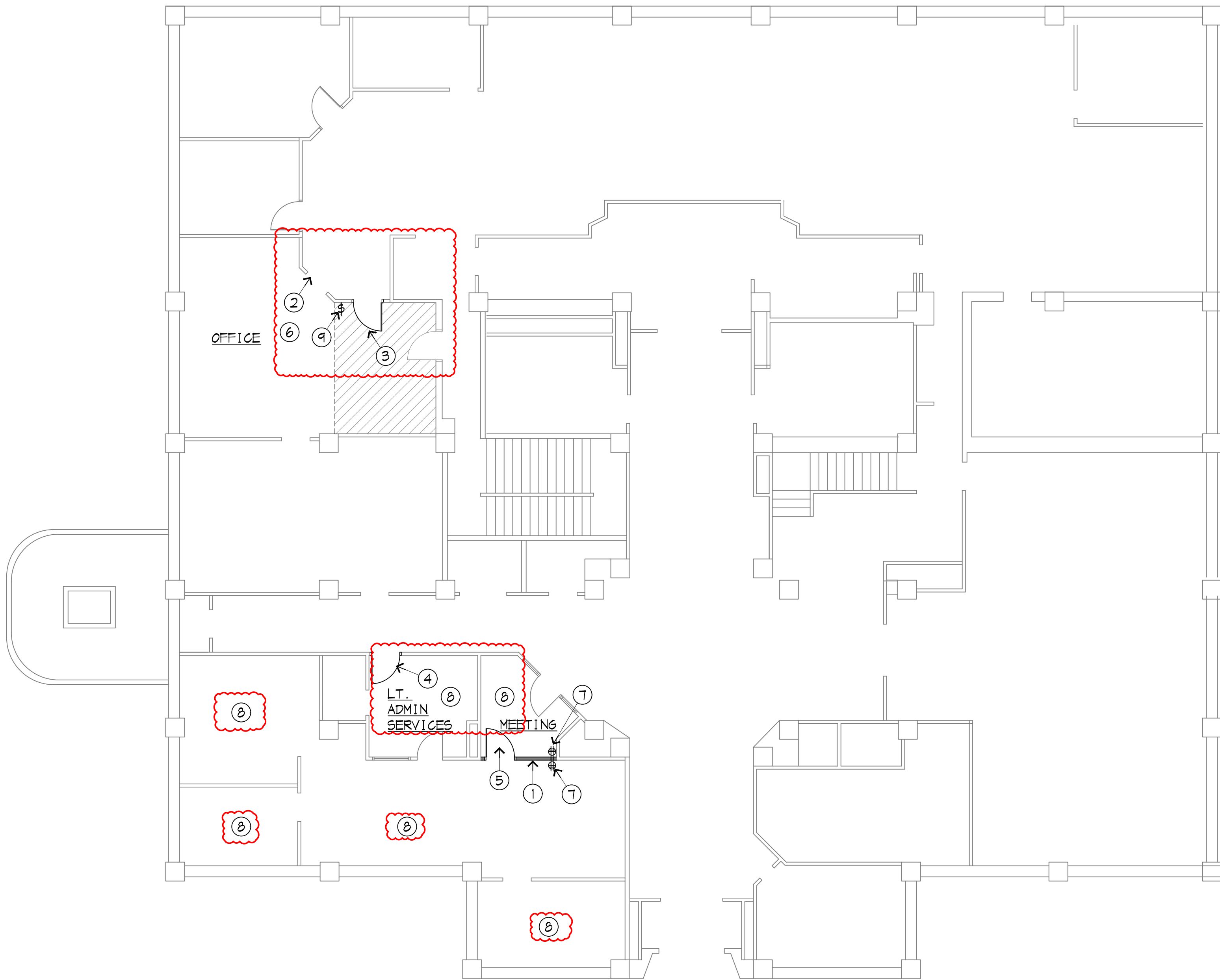


A Tenant Improvement for:  
**COE POLICE SOUTH PRECINCT LOCKER ROOMS**  
1121 SE Everett Mall Way  
Everett, Washington

Contents:

SPECIFICATIONS





FIRST FLOOR PLAN

1/8"=1'-0"

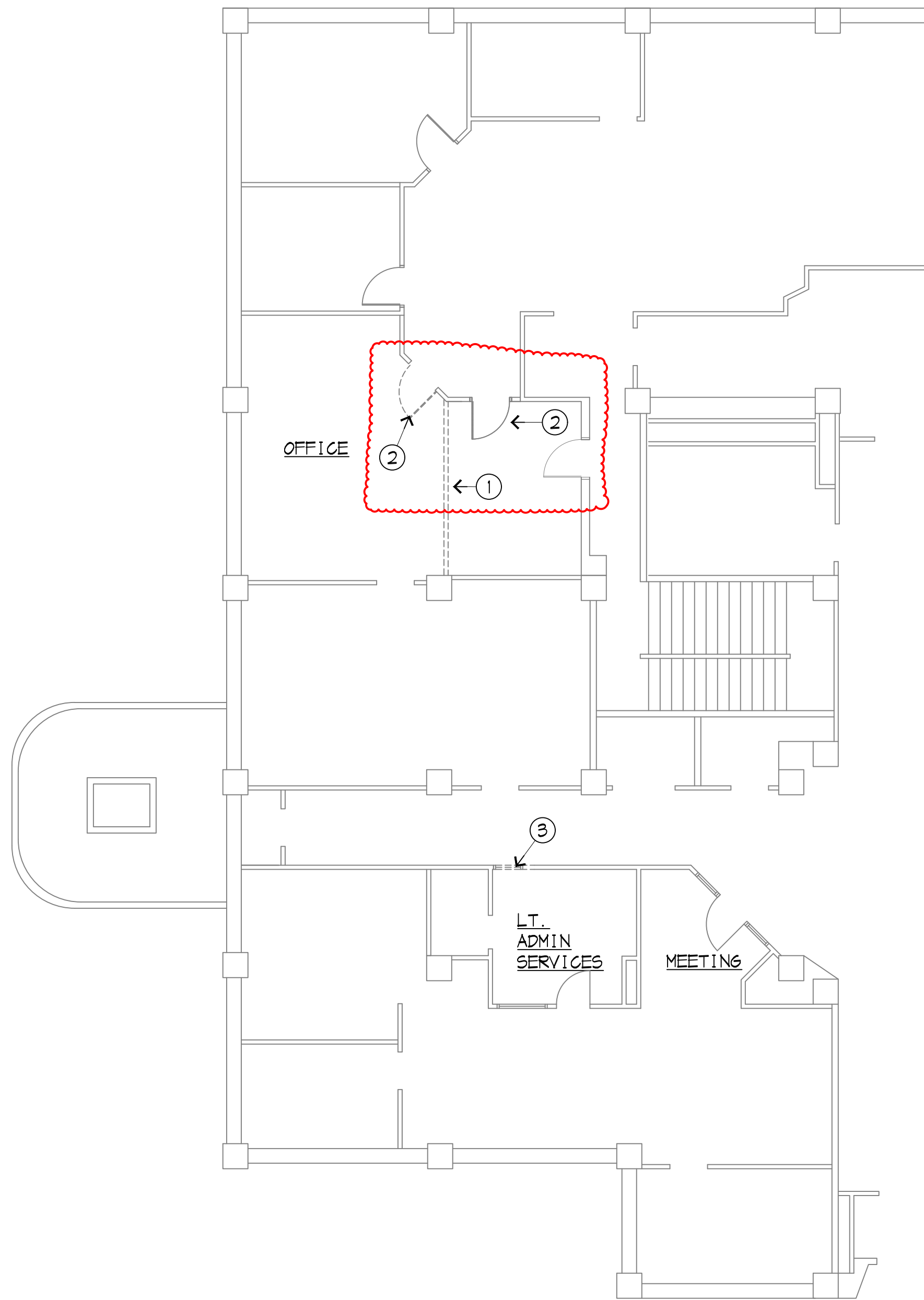


FLOOR PLAN NOTES

1. CONSTRUCT WALL FROM FLOOR TO CL6 USING 2X4 WOOD STUDS @ 16" O/C W/ 5/8" GNB EA SIDE. PAINT TO MATCH EXIST. PROVIDE SOUND INSULATION IN ALL STUD CAVITIES.
2. INFILL EXIST. OPENING W/ FRAMING & GNB TO MATCH EXIST.
3. RELOCATE 3'-0" X 7'-0" WOOD DOOR. SEE DEMOLITION PLAN NOTE #2. PROVIDE NEW WOOD FRAME AT THIS LOCATION.
4. MODIFY EXIST. RELIGHT & HARDWARE AND RELOCATE EXIST. DOOR FROM 2ND FLOOR FORENSICS ROOM PROVIDE NEW WOOD FRAME TO MATCH EXIST.
5. RELOCATE EXIST. DOOR & HARDWARE FROM 3RD FLOOR CONF. ROOM PROVIDE NEW USED FRAME TO MATCH EXIST.
6. FINISHES: CARPET TILES BY OWNER, INSTALLED BY CONTRACTOR. INSTALL NEW RUBBER BASE, & PAINT WALLS AND CEILING TO MATCH EXIST.
7. PROVIDE POWER OUTLETS. SEE ELECTRICAL LEGEND ON DWG. A2.2.
8. FINISHES: CARPET TILES BY OWNER, INSTALLED BY CONTRACTOR. INSTALL NEW RUBBER BASE AT ALL WALLS
9. RELOCATE EXIST. LIGHT SWITCH TO THIS LOCATION

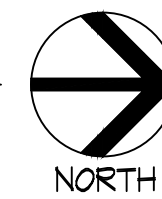
ELECTRICAL LEGEND

- ⊕ FOURPLEX RECEPTACLE
- ⊖ DUPLEX RECEPTACLE (CONFIRM HGT.)
- Ⓢ LIGHT SWITCH



FIRST FLOOR DEMO PLAN

1/8"=1'-0"



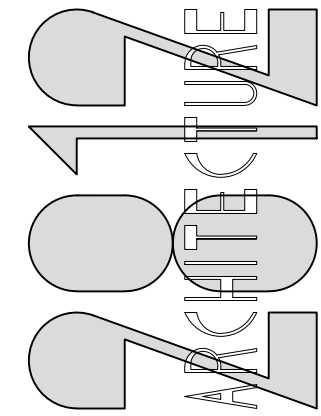
DEMOLITION PLAN NOTES

1. REMOVE EXISTING WALL CONSTRUCTION INCLUDING ALL DOORS AND OTHER ITEMS ASSOCIATED WITH THE EXISTING WALL CONSTRUCTION. PATCH AND REPAIR AS REQ'D.
2. REMOVE EXISTING DOOR AND FRAME. RELOCATE PER FLOOR PLAN NOTE #3 ON DWG. A2.1.
3. MODIFY EXIST. RELIGHT TO ACCEPT NEW DOOR & FRAME. SEE FLOOR PLAN NOTE 5 ON DWG. A2.1.

Date:	For:
24 FEB 2024	ISSUE FOR BIDDING
06 MAY 2024	ADDENDUM #2



2812 Colby Avenue  
Everett WA 98201  
(425) 252-2153 p  
www.2812architecture.com



A TENANT IMPROVEMENT for:  
**Everett Police Downtown Precinct Improvements**

3002 Wetmore Ave  
Everett, Washington 98201

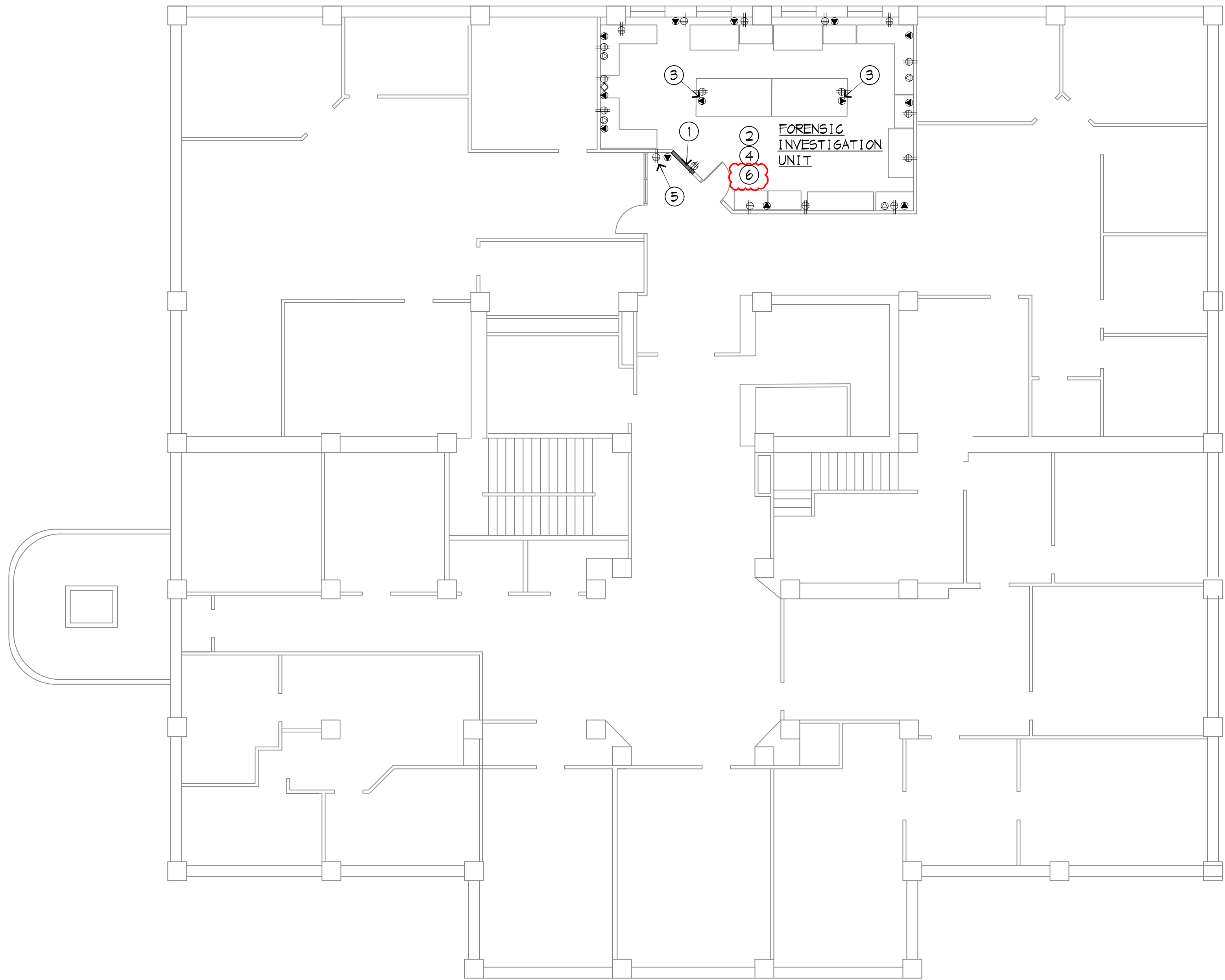
Contents:  
FIRST FLOOR PLAN

Drawing:

**A 2.1**

Job Number:

**22m-4468**



SECOND FLOOR PLAN

1/8"=1'-0"

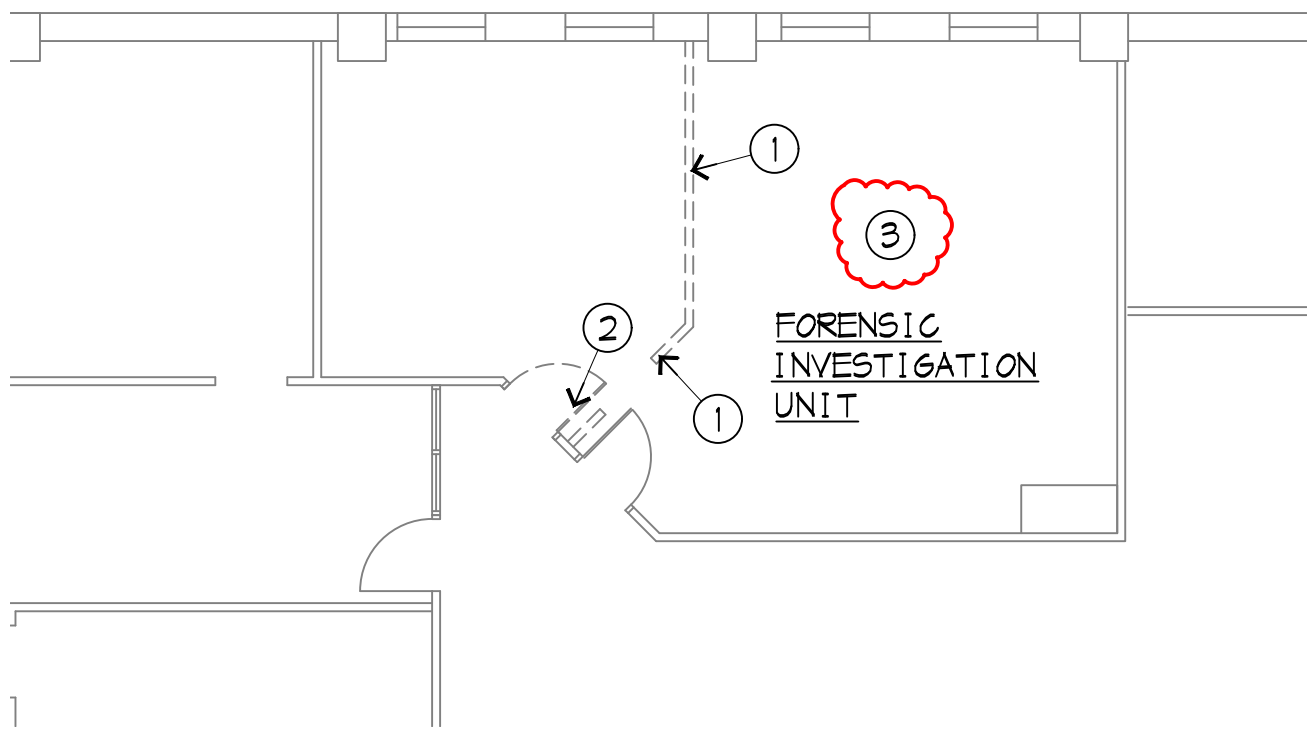


FLOOR PLAN NOTES

- 1. INFILL EXIST. OPENING W/ FRAMING & GNB TO MATCH EXIST. PROVIDE SOUND INSUL. IN ALL STUD CAVITIES.
- 2. FINISHES: STATIC DISSIPATIVE FLOOR TILE AND BASE FURNISHED BY OWNER. INSTALLED BY OWNER. PAINT WALLS AND TO MATCH EXIST.
- 3. PROVIDE POWER POLE TO CENTER WORK TABLES. TABLES PROVIDED BY OWNER
- 4. PROVIDE POWER AND DATA PER PLAN. SEE ELECTRICAL LEGEND ON DWG. A2.2
- 5. RELOCATE EXISTING FARADAY BOX AND POWER COORD. LOCATION W/ OWNERS REP.
- 6. ALL POWER DATA & COMMUNICATION WIRING TO BE CONCEALED WITHIN WALL CONST.

ELECTRICAL LEGEND

- ⊕ FOURPLEX RECEPTACLE
- ⊖ DUPLEX RECEPTACLE (CONFIRM HGT.)
- ⌘ LIGHT SWITCH



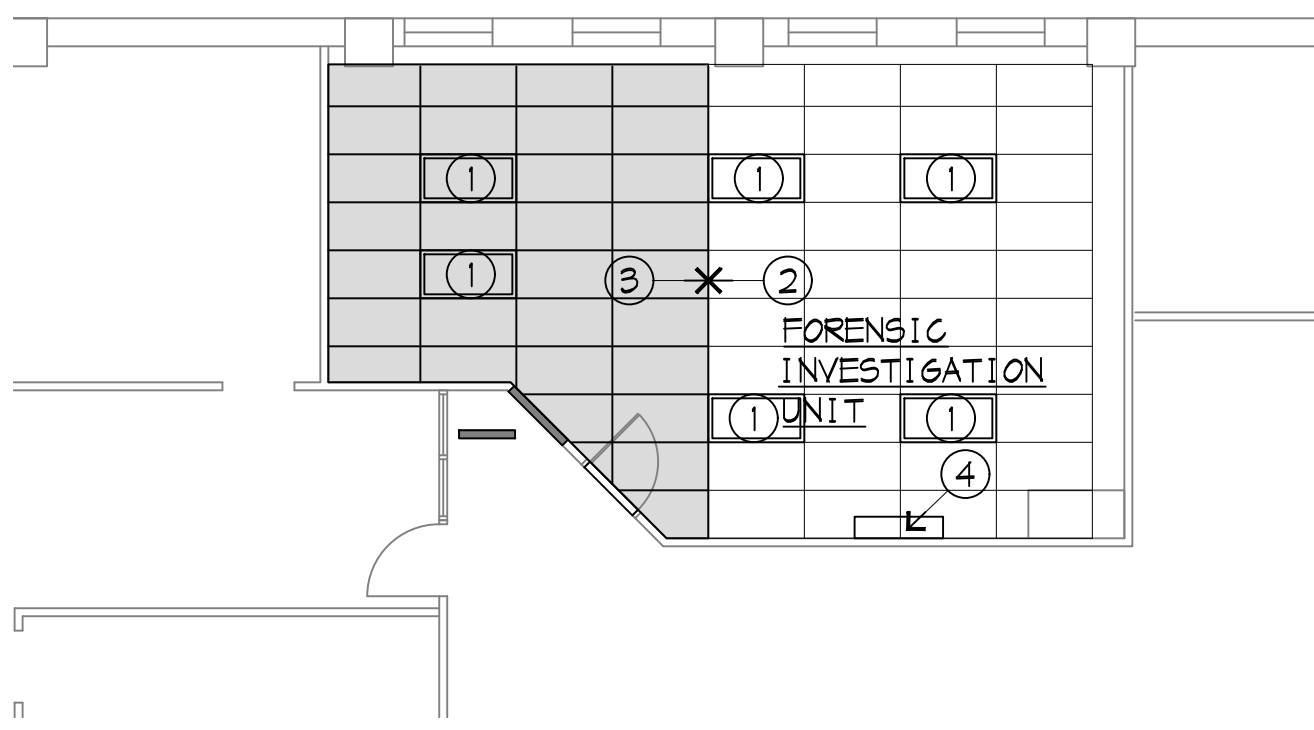
SECOND FLOOR DEMO PLAN

1/8"=1'-0"



DEMOLITION PLAN NOTES

- 1. REMOVE EXISTING WALL CONSTRUCTION INCLUDING ALL DOORS AND OTHER ITEMS ASSOCIATED WITH THE EXISTING WALL CONSTRUCTION. PATCH AND REPAIRS AS REQ'D.
- 2. REMOVE EXISTING DOOR AND FRAME & RELOCATE DOOR & HARDWARE TO FIRST FLOOR.
- 3. ALL WIREMOLD WITHIN THIS ROOM TO BE REMOVED.



SECOND FLOOR RCP

1/8"=1'-0"



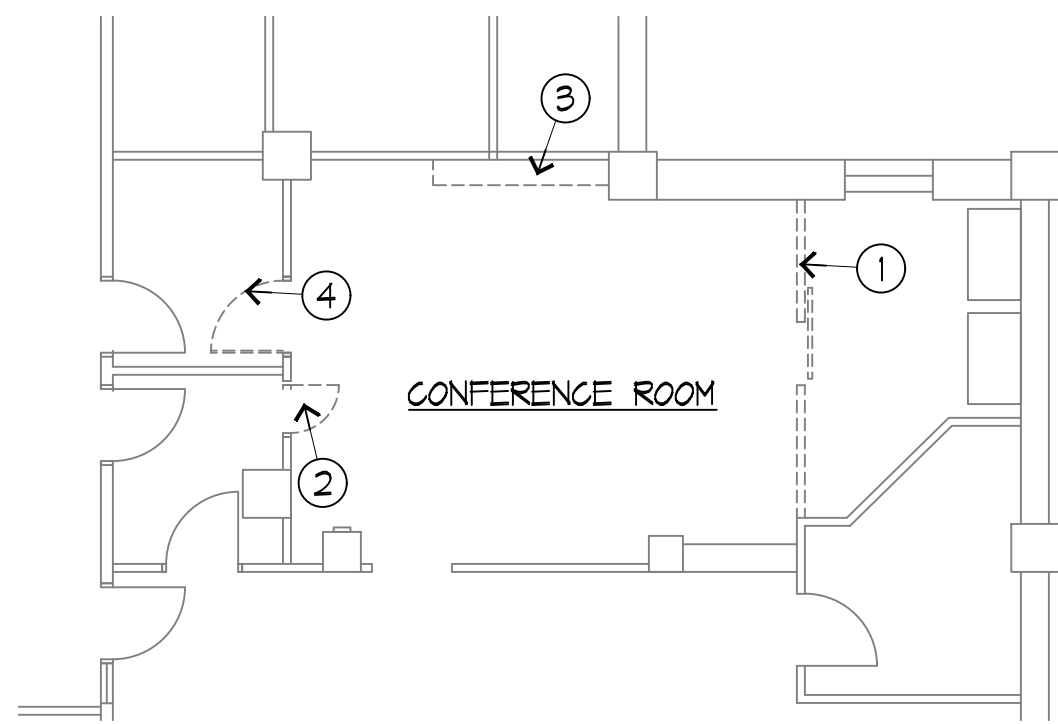
REFLECTED CEILING PLAN NOTES

- 1. REPLACE EXISTING 2X4 FLUORESCENT LIGHTS WITH ZENITH, 50 WATT, 2X4 LED TROFFERS.
- 2. KEEP EXISTING CEILING GRID IN THIS PORTION OF SPACE.
- 3. PROVIDE NEW 2X4 CELING GRID IN SHADED PORTION OF SPACE. ALIGN WITH THE EXISTING CEILING GRID IN THE NORTH PORTION OF THIS SPACE.
- 4. EXIST. HVAC TO REMAIN.





THIRD FLOOR PLAN  
1/8"=1'-0"  
NORTH



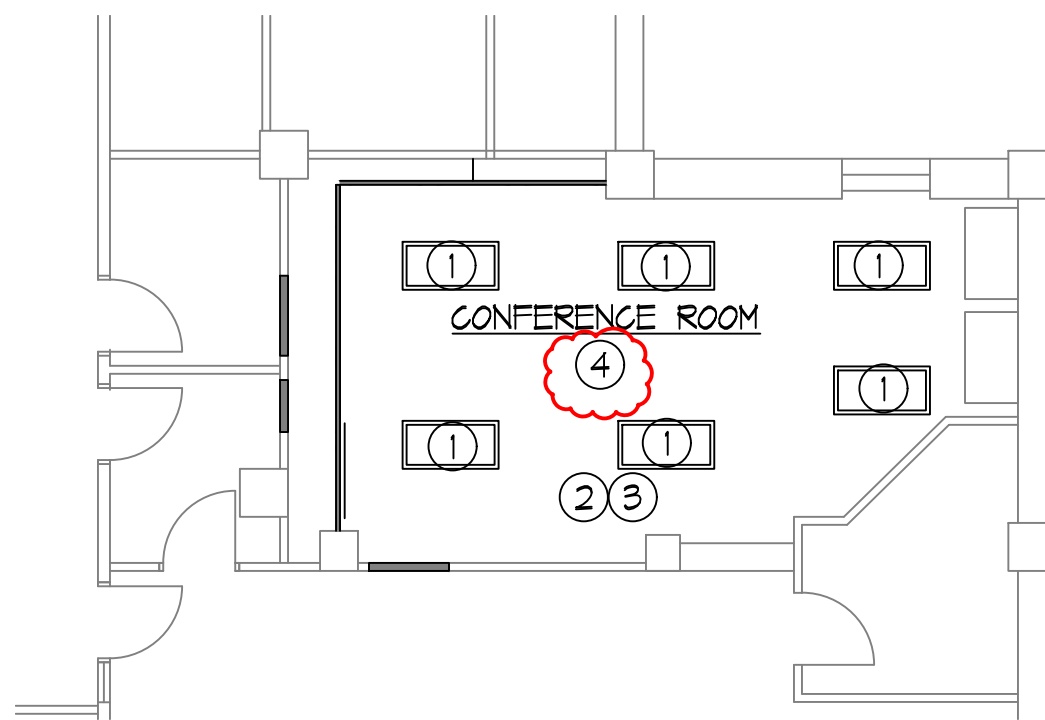
THIRD FLOOR DEMO PLAN  
1/8"=1'-0"  
NORTH

### FLOOR PLAN NOTES

1. INFILL EXIST. OPENING W/ FRAMING & GNB TO MATCH EXIST. PROVIDE SOUND INSULATION IN ALL STUD CAVITIES.
2. NEW WALL MOUNTED MONITOR. FURNISHED BY OWNER INSTALLED BY CONTRACTOR
3. FINISHES: CARPET TILES BY OWNER, INSTALLED BY CONTRACTOR. INSTALL RUBBER BASE, & PAINT WALLS AND CEILING TO MATCH EXIST.
4. MAILBOX SLOTS PER DTL. 4/A2.3.
5. PROVIDE DRY-ERASE BOARD, UNLINE H617 4'X3' NON MAGNETIC MELAMINE.
6. PROVIDE IFIT WHITE CORDLESS BLACKOUT ROLLER SHADE TO COVER DRY-ERASE BOARD. CUT TO FIT

### ELECTRICAL LEGEND

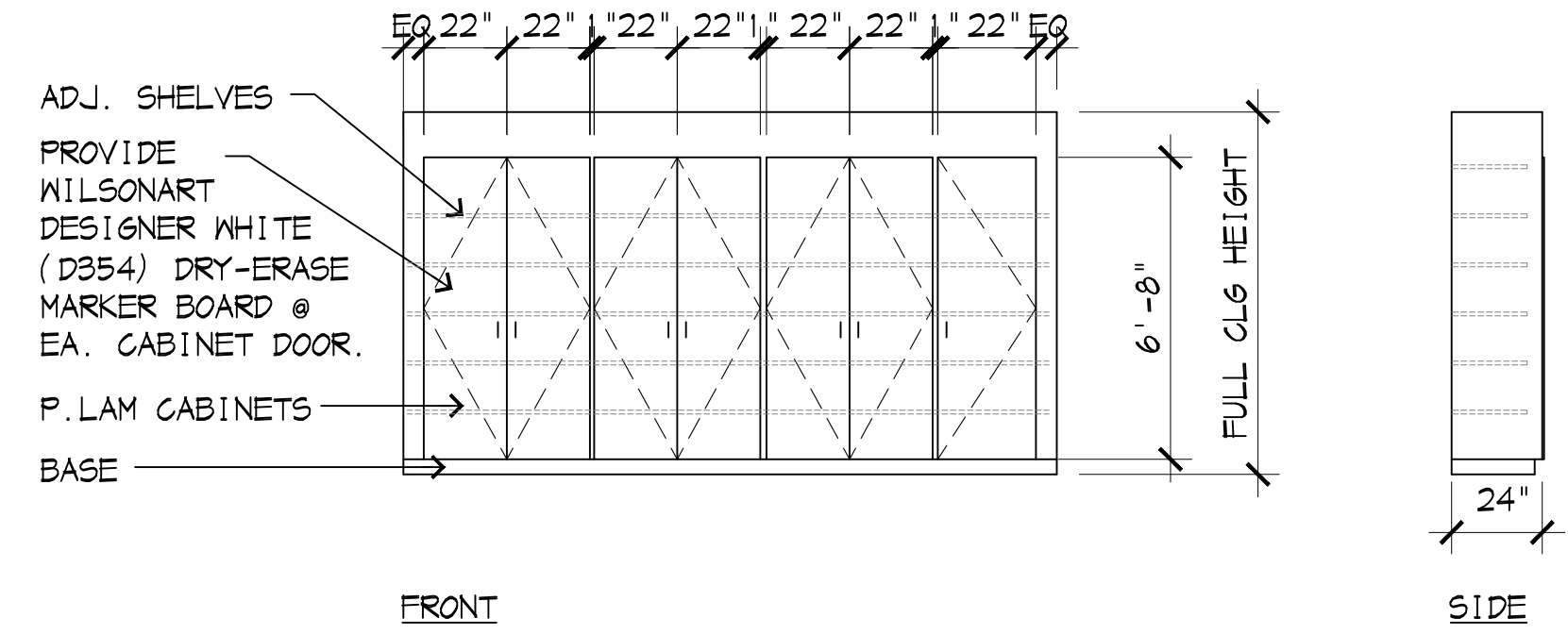
- ⊕ FOURPLEX RECEPTACLE
- ⊕ DUPLEX RECEPTACLE (CONFIRM HGT.)
- ⊙ TV/CABLE



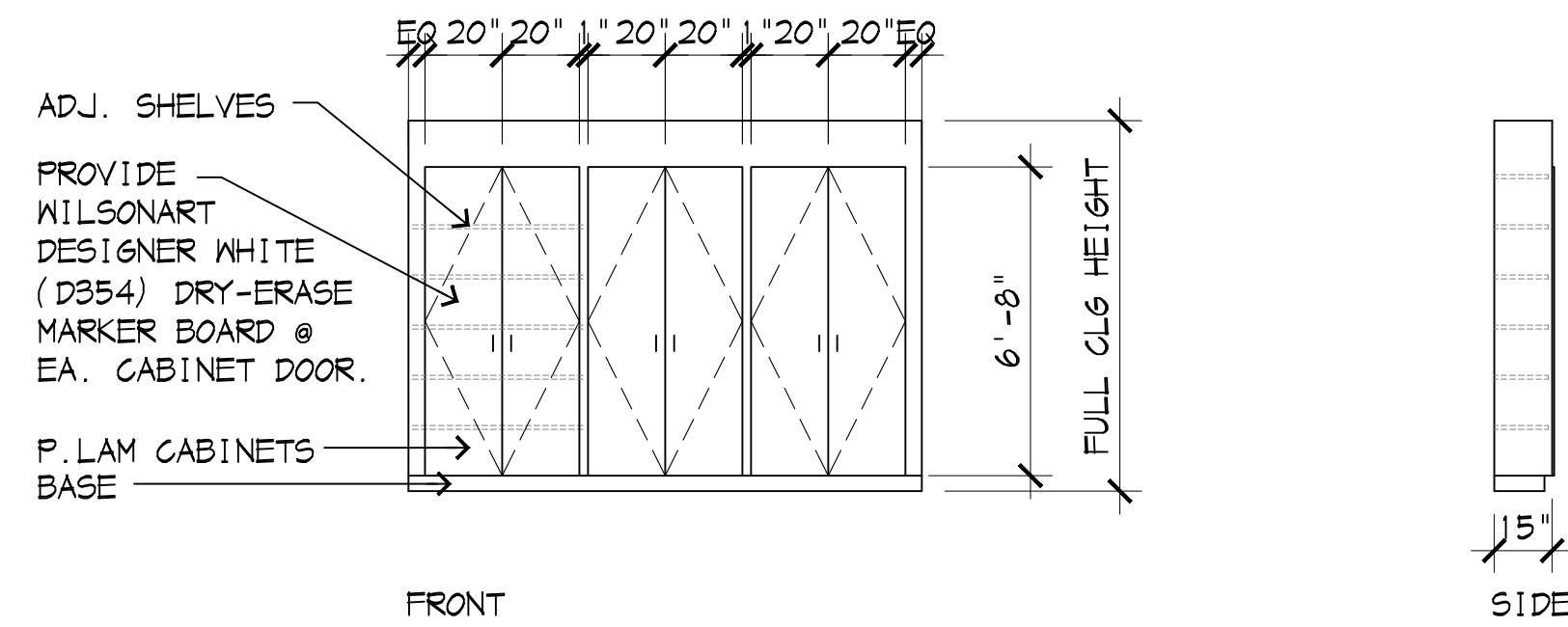
THIRD FLOOR RCP  
1/8"=1'-0"  
NORTH

### REFLECTED CEILING PLAN NOTES

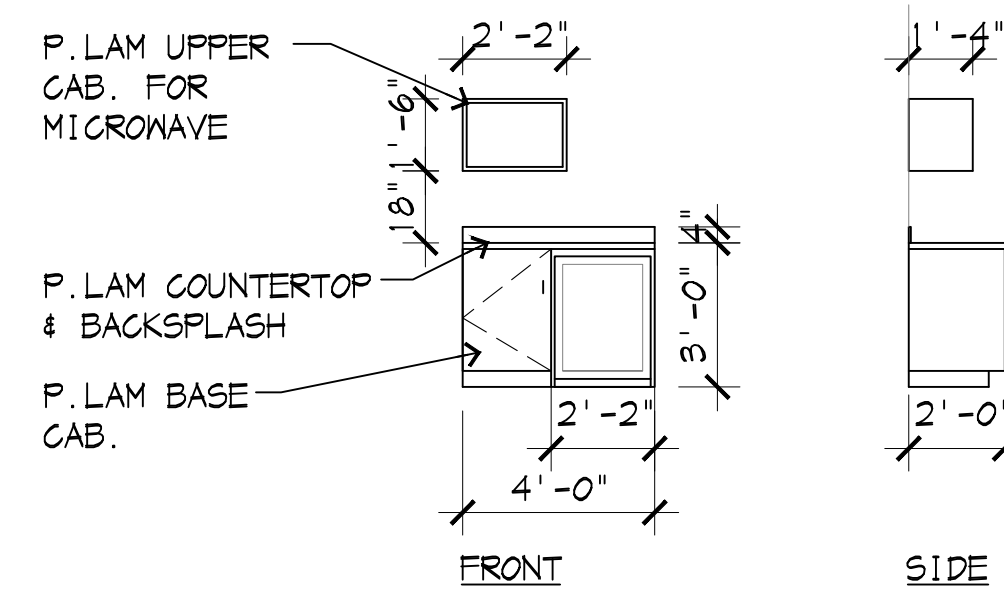
1. REPLACE EXISTING 2X4 FLUORESCENT LIGHTS WITH ZENITH, 50 WATT, 2X4 LED TROFFERS. PROVIDE 1 SWITCH FOR ENTIRE ROOM. LOCATE ADJACENT TO ENTRY ROOM.
2. EXISTING HVAC TO REMAIN
3. EXISTING CEILING TO REMAIN. PATCH AND REPAIR AS REQUIRED
4. PATCH & REPAIR GNB AROUND EXISTING CEILING DEVICE



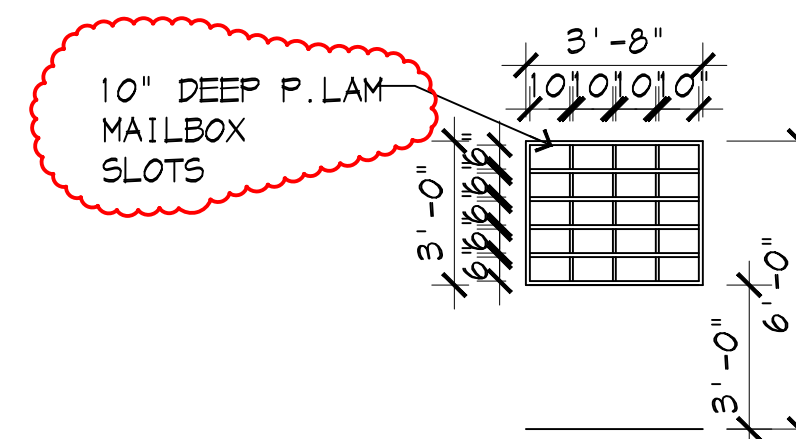
FRONT  
1 WALL CABINET 'A'  
1/4" = 1'-0"



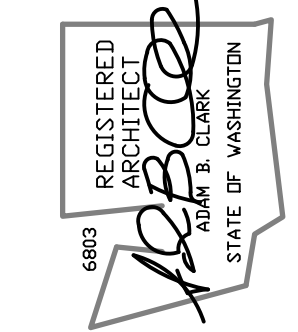
FRONT  
2 WALL CABINET 'B'  
1/4" = 1'-0"



FRONT  
3 COFFEE BAR  
1/4" = 1'-0"



4 MAIL SLOTS  
1/4" = 1'-0"



2812 Colby Avenue  
Everett WA 98201  
(425) 252-2153 p  
www.2812architecture.com

2017  
ARCHITECTURE

A TENANT IMPROVEMENT for:  
**Everett Police Downtown Precinct Improvements**  
3002 Wetmore Ave  
Everett, Washington 98201

Contents:  
THIRD FLOOR PLAN