

KITSAP COUNTY

**FORMAL BID
2015-174**

Lobe Field Improvements Phase 1



Prepared for:
Kitsap County Parks Department
614 Division St, MS-1
Port Orchard, WA 98366

By:

Rice Fergus Miller
275 5th Street, Suite 100
Bremerton, Washington 98337
RFM Project No. 201565.00

SECTION 000101 – OVERLEAF

OWNER KITSAP COUNTY PARKS DEPARTMENT
614 Division St MS-1
Port Orchard, WA 98366
Contact: Billie Schmidt
bschmidt@co.kitsap.wa.us

ARCHITECT: RICE FERGUS MILLER INC
275 Fifth Street, Suite 100, Bremerton, WA 98337
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Not Used

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Not Used

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2

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Not Used

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4

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2

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Not used

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Not Used

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Not Used

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Not Used

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Not Used

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Not Used

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Not Used

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Not Used

ADVERTISEMENT FOR BIDS
KITSAP COUNTY
FORMAL BID # 2015-174

LOBE FIELD
IMPROVEMENTS PHASE 1

BID SUBMISSION TIME & LOCATION: 3:00 PM
Wednesday, December 16, 2015

Mailing Address:
614 Division Street MS-07
Port Orchard, WA, 98366

Physical Address:
4th Floor Administration
Building 619 Division Street
Port Orchard, WA 98366

BID OPENING TIME & LOCATION: 3:05 PM
Wednesday, December 16, 2015
Port Madison Conference
Room, 4th Floor
Administration Building
619 Division Street
Port Orchard, W A

ENGINEER'S ESTIMATE: \$ 131,000.00

SITE VISITS: 10:00 AM
Friday, December 4, 2015

Meet at:
Kitsap County Parks Department
1195 NW Fairgrounds Rd
Bremerton (Lower Level)

NOTICE IS HEREBY GIVEN: Sealed Bids for the Project designated above will be received by Kitsap County Purchasing Office before the day and time indicated. Bids will be received in the Kitsap County Purchasing Office. Bids will be publicly opened and read aloud in the 4th Floor Port Madison Conference room of the Kitsap County Administration Building, 619 Division Street, Port Orchard, Washington at 3:00 PM. After the review process has been completed, a bid tabulation will be available for public inspection.

Prospective Bidders are hereby notified that they are solely responsible for ensuring timely delivery of their Bid to the Kitsap County Purchasing Office on or before the bid opening date and time.

All Bids shall be accompanied by a Bid Proposal deposit in cash, certified check, or cashier's check, made payable to Kitsap County Treasurer, or surety bond in an amount equal to five percent (5%) of the amount of such Bid Proposal. Should the successful Bidder fail to enter into such Contract and furnish satisfactory performance bond at contract signing the Bid Proposal deposit shall be forfeited to Kitsap County.

Each bid proposal shall be completely sealed in a separate envelope, properly addressed as stated above, with the name and address of the bidder and the name of the project plainly written on the outside of the envelope. A complete bid proposal shall include the following:

1. Bid Form
2. Bid Guarantee
3. Non-Collusion Affidavit
4. Hold Harmless and Indemnification Agreement
5. Performance Bond (For review only)
6. Contract (For review only)

All of the above items must be complete in all respects, including signatures (notarized where required). Bidder shall acknowledge receipt of all addenda in the spaces provided. The successful Bidder will be required to submit a photocopy of their current Washington State Contractor's Registration. Failure to include all items may be cause for the Bid to be rejected as non-responsive.

Bids are likely to be rejected if the lowest responsive Bid received exceeds the Engineer's estimate by an unreasonable amount. In the event all Bids are rejected for this reason, this Project may be deferred for re-advertising for bids until a more competitive situation exists.

The Bid Documents for the proposed work may be purchased from Sound Reprographics, 19045 SR 305, Suite 170, Poulsbo, WA 98370, telephone (360) 779-7999, fax (360) 779-4965. An informational copy of the bid documents are on file in the Kitsap County Purchasing Office.

Electronic copies of the Bid Documents are on file in the Kitsap County Department of Administrative Services, Purchasing Office, Kitsap County Administration Building, 619 Division Street, Port Orchard, Washington and on the internet at the Kitsap County web site located at <http://www.kitsapgov.com/purchasing/bids.htm>.

DESCRIPTION OF WORK:

All work shall be in accordance with plans, specifications, and other contract documents as administered by Kitsap County.

The work generally consists of site work and general trades to construct new slab-on-grade concrete paving, dugout improvements, fencing, and concrete backstop walls to existing Lobe Field baseball stadium.

Kitsap County reserves the right to reject any and all bids and to waive informalities or irregularities.

Bids received after 3:00 PM will not be considered.

PART 1 - GENERAL

GENERAL PROVISIONS

ADVERTISEMENT FOR BIDS

The Advertisement for Bids bund herewith is incorporated by the reference as a part of these instructions, including the following:

- A. The Kitsap County Purchasing Office will receive sealed proposals for the 2015-174 Lobe Field Improvement Phase 1. Bids must be received in the Purchasing Office located in the Kitsap County Administration Building 619 Division St., Port Orchard, WA 98366. Bids received after the above stated date and time will not be considered. After the review process, a bid tabulation will be available to the public.
- B. The Plans and Specifications for the proposed work may be obtained from Sound Reprographics 19045 SR 305, Suite 170, Poulsbo, WA 98370, telephone (360) 779-7999, fax (360) 779-4965.
- C. A surety company bid bond on approved forms, a cashier's check or a certified check payable to Kitsap County, shall accompany each bid in an amount not less than five percent (5%) of the Basic Bid. Should the successful bidder fail to enter into a contract in accordance with the bid, and furnish all documents and bonds required within the time stated in the specifications, the bid deposit or bond shall be forfeited to Kitsap County.

Kitsap County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to the advertisement, Women and Minority Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. Minority Business Enterprises will be required to meet all requirements of law as related to Public Works contracts, including the provision of the Equal Employment Opportunity and Affirmative Action Plan on the basis of any other bidder.

Kitsap County reserves the right to reject any and all bids and to waive informalities or irregularities.

END OF SECTION 00100

PART 1 - GENERAL

1.01 - ADVERTISEMENT FOR BIDS

The Advertisement for Bids bound herewith is incorporated by this reference as a part of these Instructions, including the following:

1.02 INSTRUCTIONS TO BIDDERS

A. Bids may be rejected by the County as irregular if not made in accordance with these instructions, including the following:

1. Bids shall be made on a form identical to that bound herein.
2. Numbers shall be shown in both words and figures. In case of conflict, words shall govern.
3. The Form of Bid Proposal shall not be altered by interlineations, erasures or by any other method whatsoever.
4. The Bidder shall bid on all alternate bids as they are fully considered in making award. If a bidder fails to bid an alternate, or if he or she notes "no bid," it will be construed as meaning that there will be no change in the contract amount and that the alternate is included in the contract amount.
5. Each bid must be signed in longhand using indelible ink by an authorized representative of the bidder with the representative's usual signature and title. Bids by partnerships must be signed with the partnership name by at least one of the partners. Bids by corporations must be signed with the legal name of the corporation, followed by the signature of the president, secretary or other person authorized to bind the corporation in the matter; indicating the state of incorporation and whether or not the corporation is authorized to do business in the State of Washington. Type or print the name of each signatory below the signature of that corporation's representative. Where dealing under an assumed name, a certified copy of a duly filed Certificate of Assumed Name shall accompany the proposal.
6. Enclose the bid and bid guarantee deposit or a bond in the envelope provided in bid package showing title of the work (Kitsap County and the names of the bidder, and address it to:

MAIL:

Kitsap County Purchasing Office
614 Division Street MS-07
Port Orchard, WA 98366

HAND DELIVER:

Kitsap County Purchasing Office
Fourth Floor
Administration Building
619 Division Street
Port Orchard, WA 98366

1.03 ADDENDA

Where appropriate, responses to questions, inquiries or requests for additional information or for substitution of proposed material will be issued in the form of Addenda, and copies of each addendum will be issued to all prospective bidders of record. Additionally, addenda are on file at the Kitsap County Purchasing Office. During the bidding period, prospective bidders will be advised by Addendum of additions to, deletions from or changes in the requirements of the contract documents.

Kitsap County will not be responsible for the authenticity or correctness of oral interpretations of contract documents or for information obtained in any other manner than through the media of Addenda. Bidders shall acknowledge receipt of Addendum in their bid proposals and each Addendum shall be considered a part of the Contract Documents. Failure to acknowledge receipt of any Addenda issued will invalidate a proposal as incomplete.

1.04 QUALIFICATION OF BIDDERS

- A. Apparent low bidder will be required to furnish evidence of experience, personnel, equipment, financial resources, performance record and such other evidence as may be requested in order to evaluate the bidder's capability to perform the work.
- B. If two or more prospective bidders desire to bid jointly as a Joint Venture on a single contract, each must be deemed qualified, as provided above, and they must also include with the bid proposal packet an agreement to Joint Venture. The Joint Venture is then treated as a new firm and qualified as such. However, this Joint Venture and any of its members are subject to the conditions as stated elsewhere within these specifications. Any agreement to Joint Venture required to be filed shall be signed by each of the bidders and must specify each individual who is authorized to execute proposals, contracts, bond and other documents on behalf of the Joint Venture. If any of the bidders is a corporation, the agreement must be accompanied by a resolution of the corporation authorizing such Joint Venture agreement and designating the officer(s) authorized to sign such Joint Venture agreement or contract on behalf of such corporation.
- C. Kitsap County may reject the bid if the County feels rejection is justified because of unsatisfactory performance on a prior or current contract.

1.05 IRREGULAR PROPOSALS

- A. A bid may be considered irregular and may be rejected by the County for any of the following reasons, among others:
 - 1. If the bid proposal form furnished or authorized is either not used or is materially altered;
 - 2. If the bid proposal form as completed contains any additions, deletions, unauthorized alternate bids, or conditions;
 - 3. If the bidder adds any provisions reserving the right to reject or accept the award, or enter into the contract;
 - 4. If the bid is not properly executed;
 - 5. If the bidder is not qualified.
- B. The bid may be considered irregular and may be rejected by the County for any of the following reasons:
 - 1. If the bid fails to include a unit price for every bid item;
 - 2. If the County, for good cause, deems the bid bond inadequate or improper;
 - 3. If receipt of addenda is not acknowledged;
 - 4. If one partner of a joint venture and the joint venture Submit a bid for the same project.

1.06 DISQUALIFICATION OF BIDDERS

- A. The County, in its discretion, may determine that a bidder is not responsible and reject the bid proposal for any of the following reasons:
1. If mandatory not attending the pre-bid conference.
 2. More than one bid proposal on the same project from a bidder under the same or different names;
 3. Evidence of collusion with any other bidder(s). Participants in such collusion may be disqualified from submitting bids on any further work;
 4. Unsatisfactory performance records, judged from the standpoint of conduct of work, workmanship, or progress, as shown by past or current work for the County, or other entities;
 5. If the bidder has previously defaulted in the performance of or failed to complete a written public contract, or has been convicted of a crime arising from previous public contract;
 6. A bidder, by law, not authorized to do business in the State of Washington pursuant to RCW 39.06.010.
 7. **Pursuant to Title 39 of the RCW the bidder is required to submit, within one (1) hour of submission of the bid, a list of subcontractors whose contract amount is equal to or greater than 10% of the total contract amount. If the bidder does not submit the names within the one (1) hour time period, the bid must be treated as non-responsive and void.** List of subcontractors can be faxed to the Kitsap county Purchasing Office. Fax number is 360-337-4638.

1.7 OPENING OF BIDS

Bids received prior to the time of opening will be kept unopened and secured until the time of the bid opening as specified in Section 00100. No bid received thereafter will be considered. No responsibility will attach, and bidders waive any and all complaints against the County for premature opening of an improperly addressed or identified bid.

At the time and place fixed for the opening of bids, every bid received within appropriate time will be opened and publicly read aloud.

1.08 WITHDRAWAL OF BIDS

The bidder has no right to withdraw or modify the bid for any reason whatsoever after the time set for the opening thereof, unless the award of the contract is delayed for a period exceeding sixty (60) days from the time set for opening of the bids.

Prior to the time set for opening of bids, a bidder may withdraw or revise his bid proposal, provided that an individual authorized to sign proposals files the request for withdrawal or revision with the County Purchasing Office in writing. The original proposal, as modified in writing by an attached revision filed before the time set for opening of bids will be considered as the bid proposal by the bidder.

1.09 MODIFICATIONS

No oral, fax, telephone, or telegraphic bids or modifications will be considered or accepted.

1.10 . WASHINGTON STATE SALES TAX

Washington State Sales Tax on the Contract value is not to be included in the bid proposal. A proportionate amount of such tax will be added to each progress payment. All other applicable taxes & fees must be included in the basic bid amount.

1.11 FEDERAL EXCISE TAXES

Kitsap County is an arm and agency of the State of Washington and is exempt from payment of Federal retailer and manufacturers excise tax (Section 4055, Chapter 31, and Section 4224, Chapter 32, Internal Revenue Code of 1954) and the proposals are not to include such taxes.

1.12 STATE LAW

Applicable state laws concerning prevailing wages, hours, worker's compensation and other conditions of employment are called to the attention of the bidders for their compliance. All filing fees or permit fees required for completion of the work are to be included in the bid.

1.13 BID GUARANTEE

The bid guarantee shall be a cashier's check or a certified check, or a bid bond of a surety company licensed to do business in the State of Washington.

Should a bidder fail to enter into a contract and furnish the required bonds within seven (7) days after the proposal has been accepted, the bid bond may be retained by the County as liquidated damages, not as a penalty.

Bid bonds and checks will be returned to all except the three lowest bidders within seven (7) days after the bid award. Bid bonds or checks of each of the three lowest bidders will be returned within three (3) days after execution of the Contract, and after the execution of the Contract, and after the executed bonds have been approved by Kitsap County.

1.14 BIDDER'S RESPONSIBILITIES

The submission of a bid shall be conclusive evidence that a bidder has made sufficient examination and has investigated and is satisfied as to the conditions to be encountered, the character, quantity, quality and scope of work, the quantities and qualities of materials to be supplied and equipment and labor to be used, and the requirements of the contract and proposal submitted, including all addenda for performance of the work.

The bidder must be familiar with all state, federal and local laws, ordinances and regulations which in any manner might affect those engaged or Employed in the work, the materials, equipment or procedures used in the work, or which in any other way

might affect the conduct of the work. He/She is assumed to be familiar with such laws and regulations, and no plea of misunderstanding or ignorance of the law will be considered.

The bidder shall determine from careful examination the methods; materials, labor and equipment required to perform the work in full and shall reflect the same in his bid price. If, during the performance of the work, methods, materials, labor or equipment required are beyond those anticipated by the bidder, he will not be entitled to additional compensation except as may be provided for elsewhere in these specifications.

1.15 DISCREPANCIES

Should a bidder find discrepancies in, or omissions from, the drawings or specifications, or should the bidder be in doubt as to their meaning, the bidder shall at once notify the Architect or Construction Manager. If appropriate, the Architect or Construction Manager will send a written instruction to all bidders in the form of an Addendum. Neither the County nor the Architect may be held responsible for any oral instruction. Questions received by the Architect less than seventy-two (72) hours before bids close may not be answered. All addenda issued prior to the time of bid closing are incorporated into the contract.

1.16 REQUEST FOR CLARIFICATIONS AND DISCREPANCIES

Should a bidder have a Request for Clarification or find discrepancies, ambiguities or omissions in the drawings or specifications, or should a bidder be in doubt as to their meaning, bidder should notify Colby Wattling @ 360-337-7036, in writing, via FAX. (360) 337-4638.

Interpretations, corrections and changes of the Bidding documents will be made by addendum only through the Kitsap County Purchasing Office. Interpretations, corrections and changes in the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

If there are any questions regarding the Kitsap County bidding process please contact Colby Wattling @ 360-337-7036, Fax 360-337-4638, or email cwattling@co.kitsap.wa.us

UNDER NO CIRCUMSTANCES SHALL THE COUNTY, OR CONSULTANTS BE CONTACTED BY ANY SUBCONTRACTOR OR SUPPLIER.

Any Variances to specifications and contract documents shall not be accepted unless agreed to by the County, and Architect in writing.

Substitutions will not be considered unless submitted and agreed to prior to award of contract.

1.17 ACCEPTANCE OF BID (AWARD)

It is the intent of the County to award a Contract to the lowest, responsive bidder provided the Bid has been submitted in accordance with the requirements of the Bidding documents. The County shall have the right to waive informalities or

irregularities in bid received and to accept the bid which, in the County's judgment, is in the County's and project' own best interest. The COUNTY may reject any bid for a failure to agree to the proposed schedule for contract performance.

The County shall have the right to accept alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low bidder on the basis of the sum of the Base Bid and any Alternate's accepted.

The County retains the right to accept offered bids for 60 days following receipt of bids. If a longer duration is required the County retains the right to request the apparent low bidder to extend the award period or adjust their price accordingly. If an adjustment is requested, the County reserves the right to request the same adjustment from other bidders.

The County may reject all bids if they exceed budgeted cost or the County may negotiate bid pricing with the apparent low responsive bidder including changes in the contract plans and specifications, to bring the bid within budgeted cost (RCW 39.10.080).

1.18 SITE VISIT

Contractors who submit a bid certify that they have visited the jobsite and are completely familiar with the existing conditions, concurrently scheduled construction, access, staging and site limitations, and have made allowances for those conditions in their bid.

1.19 TIME OF COMPLETION:

The work of this project shall be completed within the time period established in the contract documents, from the date of Notice to Proceed. The project must be completed by no later than February 28, 2016.

1.20 NOTICE TO PROCEED

The County will issue a Notice to proceed upon receipt in proper form and approval of the required contract, bonds, certificates and other required submittals. No proposal is binding upon the County until the Board of County Commissioners duly executes the contract. No work shall be performed within the project limits prior to the receipt of the Notice to Proceed, and any work performed outside such area or materials ordered prior to the receipt of the Notice to Proceed shall be at the sole risk of the Contractor.

1.21 SUMMARY OF BID DOCUMENTATION

IT IS MANDATORY THAT EACH BIDDER COMPLETE AND SUBMIT WITH ITS BID DOCUMENTATION REQUIRED BY THE CONTRACT DOCUMENTS, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

<u>Item</u>	<u>No. of Pages</u>
Proposal Form	Three (3) pages
Bid Guarantee	One (1) page

***Pursuant to Title 39 of the RCW the bidder is required to submit within one (1) hour of submission of the bid a list of the subcontractors whose subcontract amount is equal to or greater than 10% of the total contract amount. If the bidder does not submit the names within the one (1) hour time period, the bid must be treated as non-responsive and void.**

List of subcontractors can be faxed to the Kitsap County Purchasing Department. Fax number is 360-337-4638

END OF SECTION 00200

PROPOSAL FOR PROJECT

TO: Kitsap County Board of Commissioners
614 Division Street MS-4
Port Orchard, WA 98366

Board of Commissioners:

The undersigned bidder agrees, if this bid is accepted, to enter into a contract with owner, in the form included in the specifications to perform and furnish the work as specified or indicated in the bidding documents for the bid price and within the bid times indicated in this bid and in accordance with the other terms and conditions of the contract documents.

In submitting this bid, bidder represents, as more fully set forth in the contract, that:

1. This bid will remain subject to acceptance for 60 days after the day of bid opening;
2. The owner has the right to reject this bid;
3. Bidder will sign and submit the contract with the bonds and other documents required by the bidding requirements within 10 days after the date of owner's Notice of Award;
4. Bidder has examined copies of all the bidding documents;
5. Bidder has visited the site and become familiar with the general, local and site conditions;
6. Bidder is familiar with federal, state, and local laws and regulations;
7. Bidder has correlated the information known to bidder, information and observations obtained from visits to the site, reports and drawings identified in the bidding documents and additional examinations, investigations, explorations, tests, studies, and data with the bidding documents;
8. Bidder agrees that the work will be substantially complete and final completion in accordance with the general conditions.

Bidder has received the following addenda, receipt of which is hereby acknowledged:

DATE	NUMBER
_____	_____
_____	_____
_____	_____
_____	_____

BASIC BID:

Pursuant to and in compliance with the advertisement for bids and instructions to bidders the undersigned hereby certifies having carefully examined contract documents entitled:

2015—174 Lobe Field Improvement Phase I

and conditions affecting the work, and is familiar with the site; and having made the necessary examinations, here proposes to furnish all labor, materials, equipment, and services necessary to complete the work in strict accordance with the above named documents for the stipulated lump sum of:

_____ Dollars (\$ _____).

The above sum is hereby designated as the basic bid. The basic bid does not include Washington State and/or local sales taxes on the contract value.

CONTRACT AND BOND:

If notified of the acceptance of this bid within sixty (60) days of the time set for opening of bids, the undersigned agrees to execute a contract for the above work, for a compensation computed from the above-stated sums, on the Contract Form bound with the specifications and to furnish a bond as required by the specifications on the form bound therein.

BID GUARANTEE:

It is agreed that if the undersigned fails to execute said Contract and furnish said Bond within seven (7) days after written notice of award of Contract, then the Bid Guarantee shall be retained by the County as liquidated damages. If this bid is not accepted within sixty (60) days after the time set for the opening of bids, or if the undersigned delivers said Contract and Bond in a timely manner, then the check or cash shall be returned, or the Bid Bond shall become void.

SIGNATURE

Signed By: _____ Date _____

Please Print Name: _____

Title: _____

Name of Firm: _____

Address: _____

Telephone: (_____) _____

SUBCONTRACTOR LIST

Each Bidder is advised of the requirements of Washington Law, RCW 39.30.060. Pursuant to Title 39 of the Revised Code of Washington requires each bidder to submit as part of the bid, or within one hour after the published bid submittal time, a list of the subcontractors whose subcontract amount is equal to or greater than 10% of the total contract amount including the name of subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning, plumbing as described in RCW 18.106 and electrical as described in RCW 19.28 or to name itself for the work. Failure to do so will render the bid non-responsive and therefore void.

The 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. Failure of the bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the bidder's bid non-responsive and, therefore, void.

Please list your subcontractors appropriately.

HEATING, VENTILATION AND AIR CONDITIONING

Subcontractor Name: _____

PLUMBING

Subcontractor Name: _____

ELECTRICAL

Subcontractor Name: _____

OTHER SUBCONTRACTORS _____

(Equal to or Greater then 10%)

TRENCH SAFETY: Pursuant to and in compliance with RCW 39.04.180 the undersigned hereby agrees to provide trench safety for all excavations required for this project for the stipulated lump sum of:

_____ Dollars(\$_____).

The above sum will be added to the Basic Bid above by the Owner for the purposes of evaluation of Low Bidder and will be added to the Basic Bid to help determine the Contract Amount. The trench safety sum does not include Washington State and /or local sales taxes on the Contract value.

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: _____

Address: _____

Telephone No.: (_____) _____

Contact Person for this Project: _____

Number of years the Contractor has been engaged in the construction business under the present firm name, as indicated above:

List of five major projects of a similar nature which have been completed by the Contractor within the last ten years and the gross dollar amount of each project:

Project Name	Amount	Owner	Phone #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

Have you changed bonding companies within the last three years? If yes, state reason (optional).

Have you ever been sued by the client or have you ever sued the client on any public works contract for a special district, municipality, county or state government?

For what reason? _____

Disposition of case, if settled _____

Do you have any outstanding payments due to the Department of Revenue?

Proposer agrees that the County shall retain the right to obtain any and all credit reports?

(____) _____

Yes Signature

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
as Principal and, a corporation, organized and existing under and by virtue of the laws of
the State of _____ and legally doing business in the State of Washington, as
Surety, are held and firmly bound and obligated unto the State of Washington, in the full
and just sum of _____ Dollars, lawful money of the United States, for the
payment of which sum well and truly to be made, we do bind ourselves, and each of our
heirs, executors and administrators, successors and assigned, jointly and severally,
firmly by these presents.

This bond is executed in pursuance of Chapter 39.08, Revised Code of Washington.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the Principal
entered into a certain contract with, dated the _____ day of, 201_ for.

NOW THEREFORE, if the Principal shall faithfully perform all the provisions of such
contract and pay all laborers, mechanics and subcontractors and materialmen, and all
persons who shall supply such persons or subcontractors, with provisions and supplies
for the carrying on of such work, then this obligation is void; otherwise to remain in full
force and effect. Provided, however, that the conditions of this obligation shall not apply
to any money loaned or advanced to the Principal or to any subcontractor or other
person in the performance of any such work.

Signed and sealed this _____ day of, 201_.

Countersigned:

_____ (Seal)

Approved as to Form:

By: _____

Attorney in Fact

SUBSTANTIAL COMPLETION CERTIFICATE

PROJECT:

ARCHITECT:

ARCHITECT'S PROJECT NO:

TO:

CONTRACTOR:

CONTRACT FOR:

DATE OF ISSUANCE:

CONTRACT DATE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below or in the Contract Documents.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION:

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

PROJECT MANAGER

By: _____

Date: _____

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above Date of Substantial Completion.

CONTRACTOR

By: _____

Date: _____

The County accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) on, 2016.

COUNTY

By: _____

Date: _____

**CAPITAL PROJECTS CONTRACT
KC- 2015-174**

THIS CONTRACT is entered into in duplicate originals between the COUNTY OF KITSAP, a municipal corporation, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter called the OWNER, and _____ located at _____, hereinafter the CONTRACTOR.

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

SECTION 1. DURATION OF CONTRACT

- a. The term of this Contract shall commence upon the effective date set forth below. The CONTRACTOR shall substantially complete all Work required under this Contract within a period of _____ days from the Start Date stated in the written Notice to Proceed referenced in Section 5. Final completion and closeout of this Contract shall occur _____ calendar days after timely substantial completion, except as provided in Section 10 below. Time is of the essence in the performance of this Contract.
- b. The term "Substantial Completion" as used in this Contract means that stage in the progress of the Work where the OWNER has full and unrestricted use and benefit of the facilities for the purposes intended and only minor incidental work, replacement of temporary substitute facilities or minor correction or repair remains to physically complete the total contract. The term "Notice to Proceed" means a written notice from the OWNER to the CONTRACTOR that defines the date on which the Work under the Contract is to start.

SECTION 2. DESCRIPTION OF THE WORK

- a. The CONTRACTOR shall do all Work necessary to complete _____. The Work shall consist of _____.
- b. The CONTRACTOR shall do all Work and furnish and pay for all materials, equipment, and labor in accordance with the attached Project Documents, including, but not limited to, any drawings, specifications, addenda thereto, and all terms and conditions contained in the Call for Bids, Instructions to Bidders and Bid documents. Specific items considered to be Project Documents are _____ and project drawings listed herein, which Project Documents are incorporated herein by reference. Further, the CONTRACTOR shall perform any alterations in or additions to the Work covered by this Contract and any extra Work which may be ordered as provided for in this Contract if requested to do so by the OWNER pursuant to Section 16.
- c. The CONTRACTOR shall perform according to standard industry practice for the requested Work specified in this Contract.
- d. The CONTRACTOR shall complete its Work in a timely manner and in accordance with the agreed schedule submitted by the CONTRACTOR and approved by the OWNER.
- e. The CONTRACTOR shall, from time to time, during the progress of the Work, confer with the OWNER. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the OWNER.

SECTION 3. CONTRACT REPRESENTATIVES

- a. Each party to this Contract shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties representatives are as follows:
 - i. For CONTRACTOR:
Title:
Mailing Address:
City, State and Zip Code:
Telephone Number:
Fax Number:
E-mail Address:
 - ii. For OWNER:
Name of Representative:
Title:
Mailing Address:
City, State and Zip Code:
Telephone Number:
Fax Number:
E-mail Address:
- b. All instructions, modifications, and changes to the Contract shall be conveyed to the CONTRACTOR through the OWNER'S REPRESENTATIVE. Any work executed upon the direction of any person or entity other than the OWNER'S REPRESENTATIVE may be considered defective and will be performed without reimbursement for said work to the CONTRACTOR. The OWNER'S REPRESENTATIVE shall have the authority to reject any and all nonconforming or defective work under the Project Documents.

SECTION 4. CONTRACT AMOUNT

The OWNER hereby agrees to pay the CONTRACTOR according to the CONTRACTOR's Bid in the amount of \$_____ (including accepted alternates and excluding Washington State Sales Tax (WSST)), at the time and manner and upon the conditions provided for in this Contract.

SECTION 5. NOTICE TO PROCEED

The COUNTY shall issue a Notice to Proceed after the execution of the Contract and receipt of all necessary required documents, including, where applicable, Performance and Payment Bond (or 50% letter if contract amount, including WSST, is \$25,000 or less), a copy of insurance policies and/or any and all Certificates of Insurance and Additional Insured Endorsements. The Notice to Proceed shall provide the Start Date.

SECTION 6. PREVAILING WAGES

Pursuant to RCW Chapter 39.12 and WAC 296-127, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages to its employees and provide documentation to the OWNER of its compliance with prevailing wage laws and regulations. A copy of such prevailing rates of per diem wages shall be posted by the CONTRACTOR at the Work site. The CONTRACTOR must submit a Statement of Intent to Pay Prevailing Wages to the State Department of Labor and Industries for approval. Copies of an approved "Statement of Intent" shall be provided to the

OWNER prior to any payment being made to the CONTRACTOR. An "Affidavit of Wages Paid" must be submitted to and approved by the State Department of Labor and Industries by the CONTRACTOR prior to release of the retained percentage. Copies of these documents shall be sent to the OWNER. The fee for each of these documents shall be paid by the CONTRACTOR.

SECTION 7. PAYMENT

- a. At least ten (10) calendar days before the first Application for Payment, the CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE a Schedule of Values which allocates the total cost of the project to various categories. This schedule, unless returned for revision by the OWNER'S REPRESENTATIVE, shall be used as the OWNER'S REPRESENTATIVE'S basis for reviewing the CONTRACTOR'S Applications for Payment. For contracts using unit pricing, the unit pricing schedule provided in the CONTRACTOR'S bid shall be used by the OWNER'S REPRESENTATIVE as the basis for reviewing the CONTRACTOR'S Applications for Payment.
- b. At monthly intervals, unless determined otherwise by the OWNER, the CONTRACTOR shall submit to the OWNER an Application for Payment. An Application for Payment is a written request submitted by the CONTRACTOR to the OWNER for payment of Work. The Application shall be submitted on a form reviewed and approved by the OWNER'S REPRESENTATIVE. Within thirty (30) calendar days of receiving an Application for Payment, the OWNER shall pay ninety-five (95) percent of the Application for Payment if such Application is acceptable to the OWNER. Five (5) percent of the Application for Payment amount shall be retained in accordance with RCW Chapter 60.28. No Application for Payment will be considered until all schedules have been met and other documentation required by the Project Documents have been submitted.
- c. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment may be similarly made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored off site shall be conditioned upon compliance by the CONTRACTOR with procedures satisfactory to the OWNER to establish the OWNER's title to such material and equipment or otherwise protect the OWNER's interest.
- d. No certificate given or payment made shall be evidence of the performance of the Contract, either wholly or in part, against the claim of the OWNER to the contrary, and no payment will be construed to be an acceptance of any defective Work which may before or afterward appear.
- e. Neither OWNER nor OWNER'S REPRESENTATIVE shall have an obligation to pay or to see the payment of money to a subcontractor except as may otherwise be required by law.

SECTION 8. PERFORMANCE AND PAYMENT BOND

Pursuant to RCW Chapter 39.08, the CONTRACTOR shall make, execute, and deliver to the OWNER a performance and payment bond for the contract amount of \$_____ (including WSST). This bond shall also cover all approved change orders. The bond must be submitted within ten (10) days after notice of the award, exclusive of the day of notice. If the bidder to whom the contract is awarded fails to enter into the contract and provide the performance bond as required the amount of

the bid deposit will be forfeited to the county and the contract awarded to the next lowest and best bidder.

SECTION 9. FINAL COMPLETION AND FINAL PAYMENT

- a. Upon receipt of a final Application for Payment, the OWNER'S REPRESENTATIVE will promptly make a final inspection and, when the OWNER'S REPRESENTATIVE finds the Work acceptable under the Project Documents and the Contract fully performed, the OWNER will promptly issue final payment pursuant to Paragraph 7.
- b. Before final payment, the CONTRACTOR shall furnish to OWNER or the OWNER'S REPRESENTATIVE, in addition to the other documents required by the Contract, record drawings or changes from the construction drawings showing deviations in a manner requested by the OWNER or the OWNER'S REPRESENTATIVE, and originals of all warranties for such equipment and materials where warranties are specified in the Contract.

SECTION 10. RETAINED PERCENTAGE

- a. In accordance with RCW Chapter 60.28, the OWNER shall release any retained percentage withheld in the manner set forth in Section 7.b., if after sixty (60) calendar days of final completion and acceptance of all contract Work, no liens or claims are filed against the project, and after receipt of the Department of Revenue's Certificate designating taxes due or to become due are discharged and receipt of by the OWNER of an Affidavit of Wages Paid from L&I. The provisions of this paragraph shall supersede any other conflicting provisions.

SECTION 11. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the OWNER, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including, but not limited to, reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the performance of the services rendered under this contract by the CONTRACTOR, its employees, agents, or subcontractors or anyone for whose acts any of them may be liable. PROVIDED HOWEVER, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the OWNER, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents, or subcontractors.
- b. In any and all claims against the OWNER, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have

had under such laws. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing Work hereunder.

- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

SECTION 12. INSURANCE

- a. **Workers' Compensation and Employer's Liability:** The CONTRACTOR shall maintain workers' compensation insurance as required by Title 51, RCW, and shall provide evidence of coverage to the OWNER. If this contract is over \$50,000, then the CONTRACTOR shall also maintain Employees Liability Coverage with a limit of not less than \$1 million.
- b. **Commercial General Liability:** The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than One Million Dollars (\$1,000,000.00) per loss. The general aggregate limit shall apply separately to this Contract and be no less than Two Million Dollars (\$2,000,000.00).

The CONTRACTOR will provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage. Coverage shall include liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; or premises owned, leased, or used by the CONTRACTOR.

- c. **Automobile Liability:** The CONTRACTOR shall maintain Business Automobile Liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each accident combined Bodily Injury and Property Damages and an aggregate limit of at least \$2,000,000.00. Coverage shall include owned, hired and non-owned automobiles.
- d. **Builders Risk:**
 - A. Contractor shall purchase and maintain, until final acceptance by the Owner, property insurance in the amount of the Contract Sum including all Change Orders for the Work on a replacement cost basis. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear.
 - B. Contractor property insurance shall be placed on an "all risk" basis and insure against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for A/E's services and expenses required as a result of an insured loss.

C. Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's subconsultants, separate contractors described in Section 5.20, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

e. **Other Insurance Provisions**

- i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the OWNER, its elected and appointed officers, officials, employees and agents.
 - ii. The CONTRACTOR'S Commercial General Liability insurance shall include the OWNER, its officers, officials, employees and agents with respect to performance of services.
 - iii. The CONTRACTOR'S Commercial General Liability insurance shall contain no special limitations on the scope of protection afforded to the OWNER as additional insured.
 - iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the OWNER, its officers, officials, employees, or agents.
 - v. The CONTRACTOR'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - vi. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
 - vii. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
 - viii. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced as well as the verification sent to the OWNER.
- f. **Verification of Coverage and Acceptability of Insurers:** The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A:7 with the exception that excess and umbrella coverage used to meet the requirements for

limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- i. The CONTRACTOR shall furnish the OWNER with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this Section within ten (10) calendar days after the effective date of the contract. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled, allowed to expire, or be materially reduced in coverage except on thirty (30) calendar days prior written notice to the OWNER. Any certificate or endorsement limiting or negating the insurer's obligation to notify the OWNER of cancellation or changes shall be altered so as not to negate the intent of this provision.
- ii. The CONTRACTOR shall furnish the OWNER with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the OWNER as an additional insured or an Additional Insured Endorsement page.
- iii. Certificates of Insurance shall show the Certificate Holder as Kitsap County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
- iv. The CONTRACTOR shall request that their Washington State Department of Labor and Industries, Workers Compensation Representative send written verification to Kitsap County that CONTRACTOR is currently paying Workers Compensation within ten (10) calendar days after the effective date of the Contract.
- v. Written notice of cancellation or change shall be mailed to the OWNER at the following address:

Attn: Risk Manager
Department of Administrative Services
614 Division Street Port Orchard, Washington 98366
- vi. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Kitsap County Risk Manager.

SECTION 13. CONTRACTOR RESPONSIBILITY FOR WORK

- a. The CONTRACTOR shall supervise and direct all Work herein using the CONTRACTOR's best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work herein.
- b. The CONTRACTOR shall be responsible to the OWNER for the acts and omissions of the CONTRACTOR'S employees, agents, subcontractors and their agents and employees, and any other person performing Work under a contract with the CONTRACTOR.

SECTION 14. WARRANTY

In addition to any special warranties provided elsewhere in the Project Documents, the CONTRACTOR warrants to the OWNER and OWNER'S REPRESENTATIVE that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Project Documents, and that the Work will conform with the requirements of the Project Documents as described herein. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and may be rejected. The CONTRACTOR'S warranty excludes remedy for damage caused by abuse, improper or insufficient maintenance, or improper operation. If required by the OWNER'S REPRESENTATIVE or OWNER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment provided.

SECTION 15. SALES TAX AND OTHER FEES

The OWNER shall pay Washington State sales tax and any other tax, and shall secure and pay for permits as indicated in the general conditions.

SECTION 16. CHANGES

- a. The OWNER may, at any time, without notice to the CONTRACTOR'S surety, order additions, deletions, revisions, or other changes in the work. The CONTRACTOR agrees to fully perform any such changes in the work. The CONTRACTOR shall proceed with the work upon receiving a written change order approved by the OWNER, or an oral order from the OWNER before actually receiving the written change order. All such changes in the work shall be incorporated into the Contract documents through the execution of change orders. If any change hereunder causes an increase or decrease in the CONTRACTOR's cost of, or time required for, the performance or any part of the work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly. Change Orders shall not be used to materially alter the Scope of Work.
- b. If the CONTRACTOR intends to assert a claim for an equitable adjustment hereunder, it shall within ten (10) calendar days after receipt of a written change order from the OWNER, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim. The CONTRACTOR shall supply such supporting documents and analysis for the claims as the OWNER may require to determine if the claims and costs have merit. No claim by the CONTRACTOR for an equitable adjustment hereunder will be allowed if asserted after final payment under this CONTRACT.
- c. If the OWNER and the CONTRACTOR are unable to reach agreement on the terms of any change to the Work, the CONTRACTOR shall pursue resolution of the disagreement pursuant to Section 23.

SECTION 17. CHANGE ORDER PRICING

- a. The value of any Work covered by Change Order, or of any request for an equitable adjustment in the Contract Amount, shall be determined by one or more of the following methods:
 1. Lump sum;
 2. Unit price; or

3. Fixed or percentage fee.
- b. Charges for the Work covered by an approved change shall be submitted by the CONTRACTOR to the OWNER on breakdown sheets for change proposal submittal and the proposals shall be prepared in a manner consistent with the Project Documents.

SECTION 18. TERMINATION

The OWNER may terminate this Contract in whole or in part whenever the

- a. OWNER determines, in its sole discretion, that such termination is in
- b. the best interests of the OWNER. The OWNER may terminate this Contract upon giving ten (10) calendar days written notice by Certified Mail to the CONTRACTOR. In that event, the OWNER shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 7 of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the OWNER may summarily terminate this Contract notwithstanding any other termination provision of this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the OWNER to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) calendar days of written notice to do so by the OWNER, the OWNER may terminate this Contract, in which case the OWNER shall pay the CONTRACTOR only for the costs of services accepted by the OWNER, in accordance with Section 7 of this Contract. Upon such termination, the OWNER, at its discretion, may obtain performance of the Work elsewhere or seek recourse against the performance and payment bond. The CONTRACTOR shall bear all costs and expenses incurred by the OWNER in completing the Work and all damage sustained by the OWNER by reason of the CONTRACTOR'S breach.

SECTION 19. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of this Contract does not constitute a waiver of such provisions for future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

SECTION 20. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR shall perform this Contract as an Independent Contractor and not as an agent, employee or servant of the OWNER. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the Work performed under this Contract does not include any OWNER benefits, including, but not limited to: vacation pay,

holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Kitsap County employees.

- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the OWNER, unless otherwise directed by the terms of this Contract.
- d. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the OWNER'S REPRESENTATIVE or designee.

SECTION 21. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

SECTION 22. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability. Implementation of this provision shall be consistent with Initiative 200, Sec. 1 (Effective 12/3/98).

SECTION 23. DISPUTES

- a. Questions or claims regarding meaning and intent of this Contract or arising from this Contract, shall be referred by the CONTRACTOR in writing to the OWNER'S REPRESENTATIVE or designee within ten (10) calendar days of the date in which the CONTRACTOR knows or should know of the question or claim.
- b. In the event the CONTRACTOR disagrees with any determination or decision of the OWNER'S REPRESENTATIVE, the CONTRACTOR shall, within fifteen (15) calendar days of the date of such determination or decision, appeal the determination or decision in writing to the Director of the department. Such written notice of appeal shall include all documents and other information necessary to substantiate the appeal. The Director will review the appeal and transmit a decision in writing to the CONTRACTOR within thirty (30) calendar days from the date of receipt of the appeal. Failure of the CONTRACTOR to appeal the decision or determination of the OWNER'S REPRESENTATIVE within said fifteen (15) calendar day period will constitute a waiver of the CONTRACTOR'S right to thereafter assert any claim resulting from such determination or decision. Appeal to the Director shall be a condition precedent to litigation hereunder.
- c. Absent agreement to alternative dispute resolution, all claims, counterclaims, disputes and other matters in question between the OWNER and the CONTRACTOR that are not resolved between the OWNER'S REPRESENTATIVE and the CONTRACTOR will be decided in the Superior Court of Kitsap County, Washington.
- d. Pending final decision of a dispute hereunder, the CONTRACTOR shall proceed diligently with the performance of the Contract and in accordance with the

direction of the OWNER'S REPRESENTATIVE. Failure to comply with the time deadlines set out in this Section as to any claim shall operate as a release of that claim and a presumption of prejudice to the OWNER.

SECTION 24. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.

SECTION 25. SUCCESSORS AND ASSIGNS

The OWNER, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other Party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants of this Contract.

SECTION 26. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the United States or the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

SECTION 27. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

SECTION 28. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 3. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

SECTION 29. INSPECTION

The OWNER or the OWNER'S REPRESENTATIVE shall have the right (a) to inspect and obtain copies of all written licenses, permits, or approvals issued by any

governmental entity or agency to the CONTRACTOR, its delegates, or subcontractors, which are applicable to the performance of this Contract, and (b) to inspect all Work and Materials for conformity with the Contract terms. The CONTRACTOR shall be responsible for ensuring the Work and materials conform to the Contract terms even if the OWNER or the OWNER'S REPRESENTATIVE conducts any inspection of the same.

SECTION 30. MODIFICATION

Except as provided in Section 16, all amendments or modifications to the Contract shall be in writing, signed by both parties, and attached to this Contract.

SECTION 31. LIQUIDATED DAMAGES

Upon written notice by the OWNER, liquidated damages at a rate of One Thousand Five Hundred Dollars (\$1,500.00) per working day or any portion thereof will be assessed against the CONTRACTOR for late performance or delay in the substantial completion of the work to be performed under this Contract. This provision in no way limits the OWNER's right to seek damages for the CONTRACTOR's breach of any other of its obligations under this Contract pursuant to Section 18 of this Contract or to actual damages for the CONTRACTOR's failure to achieve final completion within the time set forth in Section 1.

SECTION 32. CONTRACTS PROVISION

In the event language in this Contract conflicts with the requirements in the Project Documents, the language in the Contract controls.

This Contract is executed by the persons signing below who certify that they have the authority to execute the Contract. The parties to this Contract have executed this Contract to take effect as of the date written below.

This Contract shall take effect this _____ day of _____, 200__.

CONTRACTOR:

BOARD OF COUNTY COMMISSIONERS
Kitsap County, Washington

Firm: _____

Robert Gelder , Commissioner

By: _____

Signature: _____
(Authorized Representative)

Charlotte Garrido, Commissioner

Title: _____

Address: _____

Edward E. Wolfe, Commissioner

Attest:

Contractor Registration No. _____

Clerk of the Board of Commissioners

Federal Tax ID. No. _____

Approved as to form by the Prosecuting Attorneys Office.

GENERAL CONDITIONS FOR KITSAP COUNTY FACILITY CONSTRUCTION

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Part 1

GENERAL CONDITIONS FOR KITSAP COUNTY FACILITY CONSTRUCTION

PART 1 - GENERAL PROVISIONS

1.01 DEFINITIONS

- A. "Application for Payment" means a written request submitted by Contractor to A/E for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner or A/E may require.
- B. "Architect," "Engineer," or "A/E" means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.
- C. "Change Order" means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.
- D. "Claim" means Contractor's exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in part 8.
- E. "Contract Award Amount" is the sum of the Base Bid and any accepted Alternates.
- F. "Contract Documents" means the Advertisement for Bids, Instructions for Bidders, completed Form of Proposal, General Conditions, Modifications to the General Conditions, Supplemental Conditions, Public Works Contract, other Special Forms, Drawings and Specifications, and all addenda and modifications thereof.
- G. "Contract Sum" is the total amount payable by Owner to Contractor for performance of the Work in accordance with the Contract Documents.
- H. "Contract Time" is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- I. "Contractor" means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- J. "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
- K. "Final Acceptance" means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents.
- L. "Final Completion" means that the Work is fully and finally completed in accordance with the Contract Documents.
- M. "Force Majeure" means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in paragraph 3.05A.
- N. "Notice" means a written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice.
- O. "Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run.
- P. "Owner" means the state agency, institution, or its authorized representative with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.
- Q. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.
- R. "Prior Occupancy" means Owner's use of all or parts of the Project before Substantial Completion.
- S. "Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in section 3.02.

GENERAL CONDITIONS FOR KITSAP COUNTY FACILITY CONSTRUCTION

- T. "Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.
- U. "Project Manual" means the volume usually assembled for the Work which may include the bidding requirements, sample forms, and other Contract Documents.
- V. "Project Record" means the separate set of Drawings and Specifications as further set forth in paragraph 4.02A.
- W. "Schedule of Values" means a written breakdown allocating the total Contract Sum to each principle category of Work, in such detail as requested by Owner.
- X. "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- Y. "Subcontract" means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.
- Z. "Subcontractor" means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.
- AA. "Substantial Completion" means that stage in the progress of the Work where Owner has full and unrestricted use and benefit of the facilities for the purposes intended, as more fully set forth in section 6.07.
- AB. "Work" means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

1.02 ORDER OF PRECEDENCE

Any conflict or inconsistency in the Contract Documents shall be resolved by giving the documents precedence in the following order.

- 1. Signed Public Works Contract, including any Change Orders, and any Special Forms.
- 2. Supplemental Conditions.
- 3. Modifications to the General Conditions.
- 4. General Conditions.
- 5. Specifications--provisions in Division 1 shall take precedence over provisions of any other Division.
- 6. Drawings--in case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings.
- 7. Signed and Completed Form of Proposal.
- 8. Instructions to Bidders.
- 9. Advertisement for Bids.

1.03 EXECUTION AND INTENT

Contractor makes the following representations to Owner:

- 1. The Contract Sum is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work, as represented by the Contract Documents;
- 2. Contractor has carefully reviewed the Contract Documents, visited and examined the Project site, become familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof;
- 3. Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and
- 4. Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.

GENERAL CONDITIONS FOR KITSAP COUNTY FACILITY CONSTRUCTION

PART 2 - INSURANCE AND BONDS

2.01 CONTRACTOR'S LIABILITY INSURANCE

Prior to commencement of the Work, Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor's insurance by Owner shall not relieve or decrease the liability of Contractor. Companies writing the insurance to be obtained by this part shall be licensed to do business under Chapter 48 RCW or comply with the Surplus Lines Law of the State of Washington. Contractor shall include in its bid the cost of all insurance and bond costs required to complete the base bid work and accepted alternates. Insurance carriers providing insurance in accordance with the Contract Documents shall be acceptable to Owner, and its A.B. Best rating shall be indicated on the insurance certificates.

- A. Contractor shall maintain the following insurance coverage during the Work and for one year after Final Acceptance. Contractor shall also maintain the following insurance coverage during the performance of any corrective Work required by section 5.17.
 - 1. General liability on the ISO 1986 New Occurrence Form or its equivalent which will include:
 - a. Completed operations/products liability;
 - b. Explosion, collapse, and underground; and
 - c. Employer's liability coverage.
 - 2. Automobile liability
- B. Contractor shall comply with the Washington State Industrial Insurance Act and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act.
- C. All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by Contractor or any Subcontractor.

- D. All insurance coverage's shall be endorsed to include Owner as an additional named insured for Work performed in accordance with the Contract Documents, and all insurance certificates shall evidence the Owner as an additional insured. Contractor's insurance shall be primary over any insurance carried by Owner.

2.02 COVERAGE LIMITS

The coverage limits shall be as follows:

- A. Limits of Liability shall not be less than \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage (other than Automobile liability) Each Occurrence; Personal Injury and Advertising Liability Each Occurrence.
- B. \$5,000,000 Combined Single Limit Annual General Aggregate.
- C. \$5,000,000 Annual Aggregate for Products and Completed Operations Liability.
- D. \$1,000,000 Combined Single Limit for Automobile Bodily Injury and Property Damage Liability, Each Accident or Loss.

2.03 INSURANCE COVERAGE CERTIFICATES

- A. Prior to commencement of the Work, Contractor shall furnish to Owner a completed certificate of insurance coverage.
- B. All insurance certificates shall name Owner's Project number and Project title.
- C. All insurance certificates shall specifically require 45 days prior notice to Owner of cancellation or any material change, except 30 days for surplus line insurance.

2.04 PAYMENT AND PERFORMANCE BONDS

Payment and performance bonds for 100% of the Contract Sum, including all Change Orders and state sales tax, shall be furnished for the Work, and shall be in a form acceptable to the Owner. No payment or performance bond is required if the Contract Sum is \$25,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 50% of the Contract Sum for the period allowed by RCW 39.08.010.

2.05 ADDITIONAL BOND SECURITY

Contractor shall promptly furnish additional security required to protect Owner and persons supplying labor or materials required by the Contract Documents if:

- A. Owner has a reasonable objection to the surety; or
- B. Any surety fails to furnish reports on its financial condition if requested by Owner.

2.06 BUILDER'S RISK

- A. Contractor shall purchase and maintain property insurance in the amount of the Contract Sum including all Change Orders for the Work on a replacement cost basis until Substantial Completion. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear.
- B. Contractor property insurance shall be placed on an "all risk" basis and insure against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for A/E's services and expenses required as a result of an insured loss.
- C. Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's subconsultants, separate contractors described in section 5.20, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

GENERAL CONDITIONS FOR KITSAP COUNTY FACILITY CONSTRUCTION

PART 3 - TIME AND SCHEDULE

3.01 PROGRESS AND COMPLETION

Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within a reasonable period thereafter.

3.02 CONSTRUCTION SCHEDULE

- A. Unless otherwise provided in Division 1, Contractor shall, within 14 days after issuance of the Notice to Proceed, submit a preliminary Progress Schedule. The Progress Schedule shall show the sequence in which Contractor proposes to perform the Work, and the dates on which Contractor plans to start and finish major portions of the Work, including dates for shop drawings and other submittals, and for acquiring materials and equipment.
- B. Unless otherwise provided in Division 1, The Progress Schedule shall be in the form of a bar chart, or a critical path method analysis, as specified by Owner. The preliminary Progress Schedule may be general, showing the major portions of the Work, with a more detailed Progress Schedule submitted as directed by Owner.
- C. Owner shall return comments on the preliminary Progress Schedule to Contractor within 14 days of receipt. Review by Owner of Contractor's schedule does not constitute an approval or acceptance of Contractor's construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Contractor shall revise and resubmit its schedule, as necessary. Owner may withhold a portion of progress payments until a Progress Schedule has been submitted which meets the requirements of this section.
- D. Contractor shall utilize and comply with the Progress Schedule. On a monthly basis, or as otherwise directed by Owner, Contractor shall submit an updated Progress Schedule at its own expense to Owner indicating actual progress. If, in the opinion of Owner, Contractor is not in conformance with the Progress Schedule for reasons other than acts of Force Majeure as identified in section 3.05, Contractor shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Progress Schedule, or revise the Progress Schedule to reconcile with the actual progress of the Work.

- E. Contractor shall promptly notify Owner in writing of any actual or anticipated event which is delaying or could delay achievement of any milestone or performance of any critical path activity of the Work. Contractor shall indicate the expected duration of the delay, the anticipated effect of the delay on the Progress Schedule, and the action being or to be taken to correct the problem. Provision of such notice does not relieve Contractor of its obligation to complete the Work within the Contract Time.

3.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

- A. Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of the Work for up to 90 days, or for such longer period as mutually agreed.
- B. Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:
 - 1. Cancel the written notice suspending the Work; or
 - 2. Terminate the Work covered by the notice as provided in the termination provisions of part 9.
- C. If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.

- D. Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, provided Contractor complies with all requirements set forth in part 7.

3.04 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE

- A. If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.

GENERAL CONDITIONS FOR KITSAP COUNTY FACILITY CONSTRUCTION

- B. Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.
- 3.05 DELAY
- A. Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:
 - 1. Acts of God or the public enemy;
 - 2. Acts or omissions of any government entity;
 - 3. Fire or other casualty for which Contractor is not responsible;
 - 4. Quarantine or epidemic;
 - 5. Strike or defensive lockout;
 - 6. Unusually severe weather conditions which could not have been reasonably anticipated; and
 - 7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available.
 - B. Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to section 7.03. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.
 - C. Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is changed due to the fault or negligence of Owner, provided the Contractor makes a request according to sections 7.02 and 7.03.
 - D. Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.
 - E. To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to section 7.03, but shall not be entitled to an adjustment in Contract Sum.
 - F. Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.
- 3.06 NOTICE TO OWNER OF LABOR DISPUTES
- A. If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract Documents, Contractor shall immediately give notice, including all relevant information, to Owner.
 - B. Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.
- 3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION
- A. Liquidated Damages
 - 1. Timely performance and completion of the Work is essential to Owner and time limits stated in the Contract Documents are of the essence. Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages are included in the Contract Documents.
 - 2. The liquidated damage amounts set forth in the Contract Documents will be assessed not as a

penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner, and may be retained by the Owner and deducted from periodic payments to the Contractor.

3. Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents.

B. Actual Damages

Actual damages will be assessed for failure to achieve Final Completion within the time provided. Actual damages will be calculated on the basis of direct architectural, administrative, and other related costs attributable to the Project from the date when Final Completion should have been achieved, based on the date Substantial Completion is actually achieved, to the date Final Completion is actually achieved. Owner may offset these costs against any payment due Contractor.

PART 4 - SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

- A. The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, and supplies, and perform the Work required in accordance with the Drawings, Specifications, and other provisions of the Contract Documents.
- B. The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.
- C. Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. If, during the performance of the Work, Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to A/E in writing.
- D. Contractor shall do no Work without applicable Drawings, Specifications, or written modifications, or Shop Drawings where required, unless instructed to do so in writing by Owner. If Contractor performs any construction activity, and it knows or reasonably should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the performance and shall bear the cost for its correction.
- E. Contractor shall provide any work or materials the provision of which is clearly implied and is within the scope of the Contract Documents even if the Contract Documents do not mention them specifically.
- F. Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the A/E.

4.02 PROJECT RECORD

- A. Contractor shall legibly mark in ink on a separate set of the Drawings and Specifications all actual construction, including depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order proposals. This separate set of Drawings and Specifications shall be the "Project Record."
- B. The Project Record shall be maintained on the project site throughout the construction and shall be clearly labeled "PROJECT RECORD". The Project Record shall be updated at least weekly noting all changes and shall be available to Owner at all times.
- C. Contractor shall submit the completed and finalized Project Record to A/E prior to Final Acceptance.

4.03 SHOP DRAWINGS

- A. "Shop Drawings" means documents and other information required to be submitted to A/E by Contractor pursuant to the Contract Documents, showing in detail: the proposed fabrication and assembly of structural elements; and the installation (i.e. form, fit, and attachment details) of materials and equipment. Shop Drawings include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its own expense. Owner may duplicate, use, and disclose Shop Drawings provided in accordance with the Contract Documents.

- B. Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review. Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the state of Washington. Shop Drawings submitted to A/E without evidence of Contractor's approval shall be returned for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for A/E review. A/E will review, approve, or take other appropriate action on the Shop Drawings. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the A/E has approved or taken other appropriate action. Owner and A/E shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.
- C. Approval, or other appropriate action with regard to Shop Drawings, by Owner or A/E shall not relieve Contractor of responsibility for any errors or omissions in such Shop Drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner or A/E shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation, and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.
- D. If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If A/E approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.
- E. Unless otherwise provided in Division I, Contractor shall submit to A/E for approval 5 copies of all Shop Drawings. Unless otherwise indicated, 3 sets of all Shop Drawings shall be retained by A/E and 2 sets shall be returned to Contractor.
- 4.04 ORGANIZATION OF SPECIFICATIONS
- Specifications are prepared in sections which conform generally with trade practices. These sections are for Owner and Contractor convenience and shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by any trade.
- 4.05 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS
- A. The Drawings, Specifications, and other documents prepared by A/E are instruments of A/E's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by A/E, and A/E shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to A/E, on request, upon completion of the Work.
- B. The Drawings, Specifications, and other documents prepared by the A/E, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner and A/E. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by A/E appropriate to and for use in the execution of their Work.
- C. Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings,

and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in section 5.23 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.

- D. The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

PART 5 - PERFORMANCE

5.01 CONTRACTOR CONTROL AND SUPERVISION

- A. Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.
- B. Performance of the Work shall be directly supervised by a competent superintendent who is satisfactory to Owner and has authority to act for Contractor. The superintendent shall not be changed without the prior written consent of Owner.
- C. Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, and their employees and agents.
- D. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. Owner may, by written notice, request Contractor to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.
- E. Contractor shall keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed Shop Drawings, and permits and permit drawings.
- F. Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, comply with the Ethics in Public Service Act RCW 42.52, which, among other things, prohibits state employees from having an economic interest in any public works contract that was made by, or supervised by, that employee. Contractor shall remove, at its sole cost and expense, any of its, or its Subcontractors', employees, if they are in violation of this act.

5.02 PERMITS, FEES, AND NOTICES

- A. Unless otherwise provided in the Contract Documents, Contractor shall pay for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner.
- B. If allowances for permits or utility fees are called for in the Contract Documents and set forth in Contractor's bid, and the actual costs of those permits or fees differ from the allowances in the Contract Documents, the difference shall be adjusted by Change Order.
- C. Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

5.03 PATENTS AND ROYALTIES

Contractor is responsible for, and shall pay, all royalties and license fees. Contractor shall defend, indemnify, and hold Owner harmless from any costs, expenses, and liabilities arising out of the infringement by Contractor of any patent, copyright, or other intellectual property right used in the Work; however, provided that Contractor gives prompt notice, Contractor shall not be responsible for such defense or indemnity when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents. If Contractor has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify Owner of such potential infringement.

5.04 PREVAILING WAGES

- A. Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.
- B. Before commencing the Work, Contractor shall file a statement under oath with Owner and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each

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classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.

hours, up to forty hours per week, worked pursuant to any such agreement.

- C. Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.
- D. Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the prefiled statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- E. In compliance with chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.

5.06 NONDISCRIMINATION

- A. Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, the Washington State Law Against Discrimination, RCW 49.60, and Gubernatorial Executive Order 85-09. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor must meet.
- B. During performance of the Work:
 - 1. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in RCW 49.60.
 - 2. Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability.
 - 3. Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.
 - 4. Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.

5.05 HOURS OF LABOR

- A. Contractor shall comply with all applicable provisions of RCW 49.28 and they are incorporated herein by reference. Pursuant to that statute, no laborer, worker, or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work, shall be permitted or required to work more than eight hours in any one calendar day, provided, that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight hours of each calendar day shall be not less than one and one-half times the rate allowed for this same amount of time during eight hours' service.
- B. Notwithstanding the preceding paragraph, RCW 49.28 permits a contractor or subcontractor in any public works contract subject to those provisions, to enter into an agreement with its employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28 shall not apply to the

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5. Contractor shall include the provisions of this section in every Subcontract.

chemicals and material safety data sheets required by chapter 296-62 WAC.

5.07 SAFETY PRECAUTIONS

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.
- B. In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.
- C. Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all records of exposure.
- D. Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.

- 2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:
 - a. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
 - b. The physical and health hazards of the chemicals in the work area;
 - c. The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
 - d. The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.

- 1. Information. At a minimum, Contractor shall inform persons working on the Project site of:
 - a. The requirements of chapter 296-62 WAC, General Occupational Health Standards;
 - b. Any operations in their work area where hazardous chemicals are present; and
 - c. The location and availability of written hazard communication programs, including the required list(s) of hazardous

- E. Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
 - 1. Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances", in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 days on the Project site.
 - 2. Contractor shall promptly notify Owner of all spills or releases of any hazardous substances

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which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.

- F. All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
- G. In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.
- H. Nothing provided in this section shall be construed as imposing any duty upon Owner or A/E 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.

5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

- A. Contractor shall confine all operations, including storage of materials, to Owner-approved areas.
- B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall remain the property of Contractor and shall be removed by Contractor at its expense upon completion of the Work.
- C. Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.

- D. Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.
- E. Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.
- F. Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.

5.09 PRIOR NOTICE OF EXCAVATION

- A. "Excavation" means an operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means, except the tilling of soil less than 12 inches in depth for agricultural purposes, or road ditch maintenance that does not change the original road grade or ditch flow line. Before commencing any excavation, Contractor shall provide notice of the scheduled commencement of excavation to all owners of underground facilities or utilities, through locator services.

5.10 UNFORESEEN PHYSICAL CONDITIONS

- A. If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or

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unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give written notice to Owner promptly and in no event later than 7 days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.

- B. If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both, provided it makes a request therefor as provided in part 7.

5.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES, AND IMPROVEMENTS

- A. Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation: at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.
- B. Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.

5.12 LAYOUT OF WORK

- A. Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.
- B. Contractor shall lay out the Work from Owner-established baselines and bench marks indicated on the Drawings, and shall be responsible for all field measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work. Contractor shall be responsible for executing the Work to the lines and grades that may be established. Contractor shall be responsible for

maintaining or restoring all stakes and other marks established.

5.13 MATERIAL AND EQUIPMENT

- A. All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of A/E, is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents.
- B. Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.
- C. Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner.

5.14 AVAILABILITY AND USE OF UTILITY SERVICES

- A. Owner shall make all reasonable utilities available to Contractor from existing outlets and supplies, as specified in the Contract Documents. Unless otherwise provided in the Contract Documents, the utility service consumed shall be charged to or paid for by Contractor at prevailing rates charged to Owner or, where the utility is produced by Owner, at reasonable rates determined by Owner. Contractor will carefully conserve any utilities furnished.
- B. Contractor shall, at its expense and in a skillful manner satisfactory to Owner, install and maintain all necessary temporary connections and distribution lines, together with appropriate protective devices, and all meters required to measure the amount of each utility used for the purpose of determining charges. Prior to the date of Final Acceptance, Contractor shall remove all

temporary connections, distribution lines, meters, and associated equipment and materials.

5.15 TESTS AND INSPECTION

- A. Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Owner timely notice of when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.
- B. Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:
 - 1. Constitute or imply acceptance;
 - 2. Relieve Contractor of responsibility for providing adequate quality control measures;
 - 3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
 - 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or
 - 5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- C. Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.

- D. Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

5.16 CORRECTION OF NONCONFORMING WORK

- A. If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at the Contractor's expense and without change in the Contract Time.
- B. If, at any time prior to Final Completion, Owner desires to examine the Work, or any portion of it, which has been covered, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it makes a request therefor as provided in part 7. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.
- C. Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.
- D. If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties established under section 6.08, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly

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after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.

- E. Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.
- F. If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.
- G. Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- H. Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents. Establishment of the time period of one year as described in paragraph 5.16D relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.
- I. If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

5.17 CLEAN UP

Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises its rubbish, tools, scaffolding,

equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to Owner. If Contractor fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so and the cost thereof shall be charged to Contractor.

5.18 ACCESS TO WORK

Contractor shall provide Owner and A/E access to the Work in progress wherever located.

5.19 OTHER CONTRACTS

Owner may undertake or award other contracts for additional work at or near the Project site. Contractor shall reasonably cooperate with the other contractors and with Owner's employees and shall carefully adapt scheduling and perform the Work in accordance with these Contract Documents to reasonably accommodate the other work.

5.20 SUBCONTRACTORS AND SUPPLIERS

- A. Before submitting the first Application for Payment, Contractor shall furnish in writing to Owner the names, addresses, and telephone numbers of all Subcontractors, as well as suppliers providing materials in excess of \$2,500. Contractor shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any Subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions.
- B. All Subcontracts must be in writing. By appropriate written agreement, Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between

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Contractor and its Subcontractors with respect to insurance or bonds.

they extend beyond the period specified in the Contract Documents.

C. Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.

C. The obligations under this section shall survive Final Acceptance.

D. Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:

5.22 INDEMNIFICATION

A. Contractor shall defend, indemnify, and hold Owner and A/E harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

1. The assignment is effective only after termination by Owner for cause pursuant to section 9.01 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and
2. After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.
3. The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

1. The sole negligence of Contractor or any of its Subcontractors;
2. The concurrent negligence of Contractor, or any Subcontractor, but only to the extent of the negligence of Contractor or such Subcontractor.

5.21 WARRANTY OF CONSTRUCTION

A. In addition to any special warranties provided elsewhere in the Contract Documents, Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed, by Contractor.

B. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice;
2. Require all warranties to be executed, in writing, for the benefit of Owner;
3. Enforce all warranties for the benefit of Owner, if directed by Owner; and
4. Be responsible to enforce any subcontractor's, manufacturer's, or supplier's warranty should

PART 6 - PAYMENTS AND COMPLETION

6.01 CONTRACT SUM

Owner shall pay Contractor the Contract Sum for performance of the Work, in accordance with the Contract Documents. The Contract Sum shall include all taxes imposed by law and properly chargeable to the Project, including sales tax.

6.02 SCHEDULE OF VALUES

Before submitting its first Application for Payment, Contractor shall submit to Owner for approval a breakdown allocating the total Contract Sum to each principle category of work, in such detail as requested by Owner ("Schedule of Values"). The approved Schedule of Values shall include appropriate amounts for demobilization, record drawings, O&M manuals, and any other requirements for Project closeout, and shall be used by Owner as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.

6.03 APPLICATION FOR PAYMENT

- A. At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as Owner may require.
- B. By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.010, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in section 1.03 are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.
- C. At the time it submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress Schedule.
- D. If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided Contractor

complies with or furnishes satisfactory evidence of the following:

- 1. The material will be placed in a warehouse that is structurally sound, dry, lighted and suitable for the materials to be stored;
- 2. The warehouse is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;
- 3. Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project);
- 4. Contractor furnishes Owner 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;
- 5. The warehouse (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;
- 6. Owner shall at all times have the right of access in company of Contractor;
- 7. Contractor and its surety assume total responsibility for the stored materials; and
- 8. Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish notice to Owner when materials are moved from storage to the Project site.

6.04 PROGRESS PAYMENTS

- A. Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 days after receipt of a properly executed Application for Payment. Owner shall notify Contractor in accordance with RCW 39.76 if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. Owner shall retain 5% of the amount of each progress payment until 45 days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. In accordance with RCW 60.28, Contractor may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow

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with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor. Owner may permit Contractor to provide an appropriate bond in lieu of the retained funds.

- C. Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.
- D. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.

6.05 PAYMENTS WITHHELD

- A. Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:
 1. Work not in accordance with the Contract Documents;
 2. Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
 3. Work by Owner to correct defective Work or complete the Work in accordance with section 5.17;
 4. Failure to perform in accordance with the Contract Documents; or
 5. Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.
- B. In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with RCW 39.76.

6.06 RETAINAGE AND BOND CLAIM RIGHTS

RCW chapters 39.08 and 60.28, concerning the rights and responsibilities of Contractor and Owner with regard to the performance and payment bonds and retainage, are

made a part of the Contract Documents by reference as though fully set forth herein.

6.07 SUBSTANTIAL COMPLETION

Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the construction is sufficiently complete, in accordance with the Contract Documents, so Owner can fully occupy the Work (or the designated portion thereof) for the use for which it is intended. All Work other than incidental corrective or punch list work shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by Owner. Contractor may request an early date of Substantial Completion which must be approved by Change Order. Owner's occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.

6.08 PRIOR OCCUPANCY

- A. Owner may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work ("Prior Occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, Prior Occupancy shall not: be deemed an acceptance of any portion of the Work; accelerate the time for any payment to Contractor; prejudice any rights of Owner provided by any insurance, bond, guaranty, or the Contract Documents; relieve Contractor of the risk of loss or any of the obligations established by the Contract Documents; establish a date for termination or partial termination of the assessment of liquidated damages; or constitute a waiver of claims.
- B. Notwithstanding anything in the preceding paragraph, Owner shall be responsible for loss of or damage to the Work resulting from Prior Occupancy. Contractor's one year duty to repair and any system warranties shall begin on building systems activated and used by Owner as agreed in writing by Owner and Contractor.

6.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

- A. Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final

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Completion is achieved shall be established by Owner in writing.

- B. Final Acceptance is the formal action of Owner acknowledging Final Completion. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the Public Works Bond, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.

- C. Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in part 8.

PART 7 - CHANGES

7.01 CHANGE IN THE WORK

- A. Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in section 7.02 or 7.03, respectively, and such adjustment(s) shall be incorporated into a Change Order.
- B. If Owner desires to order a change in the Work, it may request a written Change Order proposal from Contractor. Contractor shall submit a Change Order proposal within 14 days of the request from Owner, or within such other period as mutually agreed. Contractor's Change Order proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.
- C. Upon receipt of the Change Order proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, as provided in sections 7.02 and 7.03, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
- D. If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the

events giving rise to the request for equitable adjustment.

- E. If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within 30 days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer, or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a Claim as provided in part 8.

7.02 CHANGE IN THE CONTRACT SUM

- A. General Application
 - 1. The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order proposal.
 - 2. If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum in accordance with the following procedure. No change in the Contract Sum shall be allowed to the extent: Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Section 3.05.
 - a. A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within 7 days of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request. If Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if

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- requested shall promptly furnish copies of such records to Owner.
- b. Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 7 days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Sum; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Sum requested. Failure to properly give such written notice shall constitute a waiver of Contractor's right to an equitable adjustment.
 - c. Within 30 days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph a. above with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner. When the request for compensation relates to a delay, or other change in Contract Time, Contractor shall demonstrate the impact on the critical path, in accordance with section 7.03C. Failure to provide such additional information and documentation within the time allowed or within the format required shall constitute a waiver of Contractor's right to an equitable adjustment.
 - d. Pending final resolution of any request made in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
 - e. Any requests by Contractor for an equitable adjustment in the Contract Sum and in the Contract Time that arise out of the same event(s) shall be submitted together.
- 3. The value of any Work covered by a Change Order, or of any request for an equitable adjustment in the Contract Sum, shall be determined by one of the following methods:
 - a. On the basis of a fixed price as determined in paragraph 7.02B.
 - b. By application of unit prices to the quantities of the items involved as determined in paragraph 7.02C.
 - c. On the basis of time and material as determined in paragraph 7.02D.
 - 4. When Owner has requested Contractor to submit a Change Order proposal, Owner may direct Contractor as to which method in subparagraph 3. above to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work, or of a request for an equitable adjustment, on the basis of the fixed price method.
- B. Change Order Pricing -- Fixed Price
- When the fixed price method is used to determine the value of any Work covered by a Change Order, or of a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:
- 1. Contractor's Change Order proposal, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the costs, including labor, material, subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below, and shall be submitted on breakdown sheets in a form approved by Owner.

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2. All costs shall be calculated based upon appropriate industry standard methods of calculating labor, material quantities, and equipment costs.
3. If any of Contractor's pricing assumptions are contingent upon anticipated actions of Owner, Contractor shall clearly state them in the proposal or request for an equitable adjustment.
4. The cost of any additive or deductive changes in the Work shall be calculated as set forth below, except that overhead and profit shall not be included on deductive changes in the Work. Where a change in the Work involves additive and deductive work by the same Contractor or Subcontractor, small tools, overhead, profit, bond and insurance markups will apply to the net difference.
5. If the total cost of the change in the Work or request for equitable adjustment does not exceed \$1,000, Contractor shall not be required to submit a breakdown if the description of the change in the Work or request for equitable adjustment is sufficiently definitive for Owner to determine fair value.
6. If the total cost of the change in the Work or request for equitable adjustment is between \$1,000 and \$2,500, Contractor may submit a breakdown in the following level of detail if the description of the change in the Work or if the request for equitable adjustment is sufficiently definitive to permit the Owner to determine fair value:
 - a. lump sum labor;
 - b. lump sum material;
 - c. lump sum equipment usage;
 - d. overhead and profit as set forth below; and
 - e. insurance and bond costs as set forth below.
7. Any request for adjustment of Contract Sum based upon the fixed price method shall include only the following items:
 - a. Craft labor costs: These are the labor costs determined by multiplying the estimated or actual additional number of craft hours needed to perform the change in the Work by the hourly labor costs. Craft hours should cover direct labor, as well as indirect labor due to trade inefficiencies. The hourly costs shall be based on the following:
 - (1) Basic wages and benefits: Hourly rates and benefits as stated on the Department of Labor and Industries approved "statement of intent to pay prevailing wages." Direct supervision shall be a reasonable percentage not to exceed 15% of the cost of direct labor. No supervision markup shall be allowed for a working supervisor's hours.
 - (2) Worker's insurance: Direct contributions to the state of Washington for industrial insurance; medical aid; and supplemental pension, by the class and rates established by the Department of Labor and Industries.
 - (3) Federal insurance: Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.
 - (4) Travel allowance: Travel allowance and/or subsistence, if applicable, not exceeding those allowances established by regional labor union agreements, which are itemized and identified separately.
 - (5) Safety: Cost incurred due to the Washington Industrial Safety and Health Act, which shall be a reasonable percentage not to exceed 2% of the sum of the amounts calculated in (1), (2), and (3) above.
 - b. Material costs: This is an itemization of the quantity and cost of materials needed to perform the change in the Work. Material costs shall be developed first

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from actual known costs, second from supplier quotations or if these are not available, from standard industry pricing guides. Material costs shall consider all available discounts. Freight costs, express charges, or special delivery charges, shall be itemized.

c. Equipment costs: This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. Equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources:

- (1) Associated General Contractors - Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement; 1987 edition.
- (2) The state of Washington Utilities and Transportation Commission for trucks used on highways.
- (3) The National Electrical Contractors Association for equipment used on electrical work.
- (4) The Mechanical Contractors Association of America for equipment used on mechanical work.

The Data Quest Rental Rate (Blue Book) shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed that shown in the AGC WSDOT Equipment Rental Agreement, 1987 edition.

d. Allowance for small tools, expendables & consumable supplies: Small tools consist of tools which cost \$250 or less and are normally furnished by the performing contractor. The maximum rate for small tools shall not exceed the following:

- (1) For Contractor, 3% of direct labor costs.
- (2) For Subcontractors, 5% of direct labor costs.

Expendables and consumable supplies directly associated with the change in Work must be itemized.

- e. Subcontractor costs: This is defined as payments Contractor makes to Subcontractors for changed Work performed by Subcontractors of any tier. The Subcontractors' cost of Work shall be calculated and itemized in the same manner as prescribed herein for Contractor.
- f. Allowance for overhead: This is defined as costs of any kind attributable to direct and indirect delay, acceleration, or impact, added to the total cost to Owner of any change in the Contract Sum but not to the cost of any change in the Contract Time for which contractor has been compensated pursuant to the conditions set forth in Section 7.03. This allowance shall compensate Contractor for all noncraft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work. It shall be strictly limited in all cases to a reasonable amount, mutually acceptable, or if none can be agreed upon to an amount not to exceed the rates below:

(1). For projects where the Contract Award Amount is under \$3 million, the following shall apply:

- (a) For Contractor, for any Work actually performed by Contractor's own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
- (b) For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.

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(c) For Contractor, for any work performed by its Subcontractor(s), 6% of the first \$50,000 of the amount due each Subcontractor, and 4% of the remaining amount if any. accordance with subparagraphs a.- e. above.

(d) For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first \$50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any. g. Allowance for profit: This is an amount to be added to the cost of any change in contract sum, but not to the cost of change in Contract Time for which contractor has been compensated pursuant to the conditions set forth in section 7.03. It shall be limited to a reasonable amount, mutually acceptable, or if none can be agreed upon, to an amount not to exceed the rates below:

(e) The cost to which overhead is to be applied shall be determined in accordance with subparagraphs a.-e. above. (1) For Contractor or Subcontractor of any tier for work performed by their forces, 6% of the cost developed in accordance with 7.02 b. 7a.- e. above.

(2). For projects where the Contract Award Amount is equal to or exceeds \$3 million, the following shall apply:

(a) For Contractor, for any Work actually performed by Contractor's own forces, 12% of the first \$50,000 of the cost, and 4% of the remaining cost, if any. (2) For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, 4% of the Subcontractor cost developed in accordance with 7.02 b. 7a. - h.

(b) For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 12% of the first \$50,000 of the cost, and 4% of the remaining cost, if any. h. Cost of change in insurance or bond premium: This is defined as:
(1) Contractor's liability insurance: The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order; and

(c) For Contractor, for any Work performed by its Subcontractor(s), 4% of the first \$50,000 of the amount due each Subcontractor, and 2% of the remaining amount if any. (2) Public works bond: The cost of the additional premium for Contractor's bond arising directly from the changed Work.

(d) For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first \$50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any. The costs of any change in insurance or bond premium shall be added after overhead and allowance for profit are calculated in accordance with subparagraph f. and g. above.

(e) The cost to which overhead is to be applied shall be determined in C. Change Order Pricing -- Unit Prices
1. Whenever Owner authorizes Contractor to perform Work on a unit-price basis, Owner's authorization shall clearly state:

a. Scope of work to be performed;

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- b. Type of reimbursement including pre-agreed rates for material quantities; and sheets within 2 working days for Owner's review;
- c. Cost limit of reimbursement. c. Leave access as appropriate for quantity measurement;

2. Contractor shall:

- a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, Contractor shall identify workers assigned to the Change Order Work and areas in which they are working;
- d. Perform all Work in accordance with this section as efficiently as possible; and
- e. Not exceed any cost limit(s) without Owner's prior written approval.

- b. Leave access as appropriate for quantity measurement; and
- c. Not exceed any cost limit(s) without Owner's prior written approval.

3. Contractor shall submit costs in accordance with paragraph 7.02B and additional verification supported by:

- a. Labor detailed on daily time sheets; and
- b. Invoices for material.

3. Contractor shall submit costs in accordance with paragraph 7.02B. and satisfy the following requirements:

- a. Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead and profit, and bond and insurance costs; and
- b. Quantities must be supported by field measurement statements signed by Owner.

7.03 CHANGE IN THE CONTRACT TIME

A. The Contract Time shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order proposal.

B. If the time of Contractor's performance is changed due to an act of Force Majeure, or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Time in accordance with the following procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.

1. A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within 7 days of the occurrence of the event giving rise to the request. If Contractor believes it is entitled to adjustment of Contract Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such record and if requested shall promptly furnish copies of such record to Owner.

2. Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than 7 days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a

D. Change Order Pricing -- Time-and-Material Prices

1. Whenever Owner authorizes Contractor to perform Work on a time-and-material basis, Owner's authorization shall clearly state:

- a. Scope of Work to be performed;
- b. Type of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
- c. Cost limit of reimbursement.

2. Contractor shall:

- a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working;
- b. Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of daily time

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description of: the event giving rise to the request for an equitable adjustment in the Contract Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall constitute a waiver of Contractor's right to an equitable adjustment.

3. Within 30 days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph 7.03B.2 with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the format required shall constitute a waiver of Contractor's right to an equitable adjustment.
4. Pending final resolution of any request in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.

C. Any change in the Contract Time covered by a Change Order, or based on a request for an equitable adjustment in the Contract Time, shall be limited to the change in the critical path of Contractor's schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Any Change Order proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could

not have been avoided by resequencing of the Work or other reasonable alternatives.

- D. Contractor may request compensation for the cost of a change in Contract Time in accordance with this paragraph, 7.03D, subject to the following conditions:
 1. The change in Contract Time shall solely be caused by the fault or negligence of Owner or A/E;
 2. Compensation under this paragraph is limited to changes in Contract Time for which Contractor is not entitled to be compensated under section 7.02;
 3. Contractor shall follow the procedure set forth in paragraph 7.03B;
 4. Contractor shall establish the extent of the change in Contract Time in accordance with paragraph 7.03C; and
 5. The daily cost of any change in Contract Time shall be limited to the items below, less funds that may have been paid pursuant to a change in the Contract Sum that contributed to this change in Contract Time:
 - a. cost of nonproductive field supervision or labor extended because of the delay;
 - b. cost of weekly meetings or similar indirect activities extended because of the delay;
 - c. cost of temporary facilities or equipment rental extended because of the delay;
 - d. cost of insurance extended because of the delay.

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PART 8 - CLAIMS AND DISPUTE RESOLUTION

8.01 CLAIMS PROCEDURE

- A. If the parties fail to reach agreement on the terms of any Change Order for Owner-directed Work as provided in section 7.01, or on the resolution of any request for an equitable adjustment in the Contract Sum as provided in section 7.02 or the Contract Time as provided in section 7.03, Contractor's only remedy shall be to file a Claim with Owner as provided in this section.
- B. Contractor shall file its Claim within the earlier of: 120 days from Owner's final offer in accordance with either paragraph 7.01E or the date of Final Acceptance.
- C. The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:
 - 1. A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
 - 2. The date on which facts arose which gave rise to the Claim
 - 3. The name of each employee of Owner or A/E knowledgeable about the Claim;
 - 4. The specific provisions of the Contract Documents which support the Claim;
 - 5. The identification of any documents and the substance of any oral communications that support the Claim;
 - 6. Copies of any identified documents, other than the Contract Documents, that support the Claim;
 - 7. If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;
 - 8. If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of

that amount into the categories set forth in, and in the detail required by, section 7.02; and

- 9. A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes Owner is liable.
 - D. After Contractor has submitted a fully documented Claim that complies with all applicable provisions of parts 7 and 8, Owner shall respond, in writing, to Contractor as follows:
 - 1. If the Claim amount is less than \$50,000, with a decision within 60 days from the date the Claim is received; or
 - 2. If the Claim amount is \$50,000 or more, with a decision within 60 days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.
 - E. To assist in the review of Contractor's Claim, Owner may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner's written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim, unless Contractor follows the procedure set forth in section 8.02.
 - F. Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the Contractor unless timely made in accordance with the requirements of this section.
- 8.02 CLAIMS AUDITS
- A. All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall

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constitute a waiver of the Claim and shall bar any recovery.

B. In support of Owner audit of any Claim, Contractor shall, upon request, promptly make available to Owner the following documents:

1. Daily time sheets and supervisor's daily reports;
2. Collective bargaining agreements;
3. Insurance, welfare, and benefits records;
4. Payroll registers;
5. Earnings records;
6. Payroll tax forms;
7. Material invoices, requisitions, and delivery confirmations;
8. Material cost distribution worksheet;
9. Equipment records (list of company equipment, rates, etc.);
10. Vendors', rental agencies', Subcontractors', and agents' invoices;
11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
12. Subcontractors' and agents' payment certificates;
13. Cancelled checks (payroll and vendors);
14. Job cost report, including monthly totals;
15. Job payroll ledger;
16. Planned resource loading schedules and summaries;
17. General ledger;
18. Cash disbursements journal;
19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for 3 years preceding execution of the Work;

20. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;

21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;

22. All nonprivileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;

23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and

24. Work sheets, software, and all other documents used by Contractor to prepare its bid.

C. The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

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PART 9 - TERMINATION OF THE WORK

9.01 TERMINATION BY OWNER FOR CAUSE

- A. Owner may, upon 7 days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
 - 1. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
 - 2. Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
 - 3. Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
 - 4. Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
 - 5. Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;
 - 6. Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 - 7. Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. Upon termination, Owner may at its option:
 - 1. Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;
 - 2. Accept assignment of subcontracts pursuant to section 5.21; and
 - 3. Finish the Work by whatever other reasonable method it deems expedient.
- C. Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if

any, obligated under any bond provided in accordance with the Contract Documents.

- D. When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in paragraph 9.02B, and shall not be entitled to receive further payment until the Work is accepted.
- E. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.
- F. Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.
- G. If Owner terminates Contractor for cause, and it is later determined that none of the circumstances set forth in paragraph 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to section 9.02.

9.02 TERMINATION BY OWNER FOR CONVENIENCE

- A. Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.
- B. Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:
 - 1. Stop performing Work on the date and as specified in the notice of termination;
 - 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
 - 3. Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;

GENERAL CONDITIONS FOR KITSAP COUNTY FACILITY CONSTRUCTION

4. Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
 5. Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and
 6. Continue performance only to the extent not terminated.
- C. If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of part 7.
- D. If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

PART 10 - MISCELLANEOUS PROVISIONS

10.01 GOVERNING LAW

The Contract Documents and the rights of the parties herein shall be governed by the laws of the state of Washington. Venue shall be in the county in which Owner's principal place of business is located, unless otherwise specified.

10.02 SUCCESSORS AND ASSIGNS

Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party shall assign the Work without written consent of the other, except that Contractor may assign the Work for security purposes, to a bank or lending institution authorized to do business in the state of Washington. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

10.03 MEANING OF WORDS

Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect on the date for submission of bids, except as may be otherwise specifically stated. Wherever in these Drawings and Specifications an article, device, or piece of equipment is referred to in the singular manner, such reference shall apply to as many such articles as are shown on the drawings, or required to complete the installation.

10.04 RIGHTS AND REMEDIES

No action or failure to act by Owner or A/E shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of an acquiescence in a breach therein, except as may be specifically agreed in writing.

10.05 CONTRACTOR REGISTRATION

Pursuant to RCW 39.06, Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.

10.06 TIME COMPUTATIONS

When computing any period of time, the day of the event from which the period of time begins shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday. When the period of time allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

10.07 RECORDS RETENTION

The wage, payroll, and cost records of Contractor, and its Subcontractors, and all records subject to audit in accordance with section 8.03, shall be retained for a period of not less than 6 years after the date of Final Acceptance.

10.08 THIRD-PARTY AGREEMENTS

The Contract Documents shall not be construed to create a contractual relationship of any kind between: A/E and Contractor; Owner and any Subcontractor; or any persons other than Owner and Contractor.

10.09 ANTITRUST ASSIGNMENT

Owner and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Contractor hereby assigns to Owner any and all claims for such overcharges as to goods, materials, and equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to overcharges which result from antitrust violations commencing after the Contract Sum is established and which are not passed on to Owner under a Change Order. Contractor shall put a similar clause in its Subcontracts, and require a similar clause in its sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Contractor.

SECTION 004100 - PREVAILING WAGE RATES

- A. Contractor to verify current Prevailing Wage Rates and Benefit Code Key as required per RCW 39.12.022 and as furnished by the State of Washington Department of Labor and Industries (Employment Standards Section) Department of Labor & Industries website is <http://www.lni.wa.gov/tradeslicensing/prevwage/wagerates/>
- B. Contractor to verify apprenticeship requirements as required by Contract Documents. Department of Labor and Industries website is:
- C. <https://fortress.wa.gov/lni/wagelookup/ApprenticeWageLookup.aspx>
- D. Section 2 of WAC 296-127-011 states that for all contracts, except Building Service Maintenance Contracts, the prevailing Wage Rates which are in effect on the date when the bids by the Prime Contractor are required to be submitted to the Contract Awarding Public Agency are the prevailing wage rates which must be paid for the duration of the contract.

END OF SECTION

SECTION 011100 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

1. Work covered by the Contract Documents.
2. Type of the Contract.
3. Work phases.
4. Work under other contracts.
5. Products ordered in advance.
6. Owner-furnished products.
7. Use of premises.
8. Owner's occupancy requirements/Phasing of the Work.
9. Work restrictions.
10. Specification formats and conventions.

- B. Related Sections include the following:

1. Division 1 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
2. Division 1 Section "Project Management and Coordination" for pre-construction meeting requirements with Owner.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Base Bid Work generally consists of the following:
 - 1. Site work and general trades to construct new slab-on-grade concrete paving, dugout improvements, fencing and backstop to existing Lobe Field baseball stadium.

1.4 PERMITS

- A. Owner will submit, obtain, and pay for the following permits from Kitsap County: Fence Permit.
- B. Contractor shall submit, obtain, and pay for the following permits:
 - 1. All other permits.

1.5 WORK UNDER OTHER CONTRACTS

- A. None identified at this time.

1.6 PRODUCTS ORDERED IN ADVANCE

- A. List of Products Ordered in Advance:
 - 1. None.

1.7 OWNER-FURNISHED PRODUCTS

- A. Owner-Furnished Products:
 - 1. None.

1.8 WORK PERFORMED BY OWNER

- A. Field Restoration: Owner will restore warning track, field, and irrigation systems.

- B. Bleachers: Owner will relocate and reinstall bleachers.

1.9 USE OF PREMISES

- A. General: Contractor shall have use of premises for construction operations during construction period. Contractor's use of premises is limited by Owner's right to perform work with their own forces, retain other contractors on portions of Project, and maintain building and parking operations in areas outside the work area.
- B. A list for contacts will be furnished by the Owner to the Contractor. The Contractor shall notify these contacts whenever the Contractor becomes aware of any situation, scheduled or unscheduled, that will impact utility service, access, use of the buildings or use of the site.
- C. Use of Site: Temporary facilities, staging, and storage shall be limited to the area of work.
 - 1. Owner Occupancy: Allow for Owner occupancy of remaining areas of the site and buildings.
 - 2. Driveways and Entrances: Keep driveways, parking areas, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- D. Maintain Access at all times for vehicle access to Owner's parking lots.
- E. Contractor Dumpster: To be located within the contractor work area identified on the drawings.

1.10 WORK RESTRICTIONS

- A. On-Site Work Hours: Normal work hours are 7:00 am – 5:00 pm, Monday-Friday. Work may be performed outside of normal hours with prior notification given to the Owner.

1.11 Parking

- A. Contractor parking is available on-site in public parking areas.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011100

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 1 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect may, from time to time, issue Supplemental Instructions (SI) authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.
- B. On receipt of Supplemental Instruction, update Contractor's SI log and immediately distribute the SI to affected parties. Review SI and notify Architect within seven days if Contractor believes the SI may require an adjustment to the Contract Sum or the Contract Time.
- C. Upon execution of an SI, record changes on Record Documents.

1.4 REQUEST FOR INFORMATION (RFI)

- A. When field conditions or Contract Document contents require clarification or verification by the A/E or A/E's subconsultants, a written RFI is to be submitted per the following:
 - 1. Identify the nature and location of each clarification/verification using the A/E's RFI form; provide as a minimum the following information:
 - a. Project name and number,
 - b. Date,
 - c. Date response required,
 - d. RFI number,
 - e. Subject,
 - f. Initiator of the field question,
 - g. Indicate possible cost or schedule impact,

- h. Location on site,
 - i. Contract drawing reference,
 - j. Contract specification section and paragraph reference,
 - k. Descriptive text,
 - l. Space for reply on same page as question, and
 - m. Single subject matter, 1 item each - architectural, civil, structural, mechanical, or electrical.
2. Number each RFI sequentially beginning with #001. Only one question per RFI.
- B. Copy and Route: RFI's in same manner as correspondence.
 - C. Clarifications: May only be discussed on-site or by telephone with A/E or A/E's Consultant, with concurrence of Owner. Incorporate the essence of the discussion onto an RFI form.
 - D. On receipt of Architect's action, update Contractor's RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
 - E. Upon execution of an RFI, record changes on Record Documents

1.5 CHANGE ORDER PROCEDURES

- A. Owner or A/E Changes: Changes may be initiated by Owner or A/E through a Change Order Proposal submitted to Contractor. Such a request is for information and pricing only, and is not an instruction to execute changes, or to stop work in progress. Proposal will include:
 1. Detailed description of changes, products, and location of modification;
 2. Reference the contract document specification sections and drawings affected by the proposed change;
 3. Provide supplementary or revised drawings or specifications; and
 4. Projected time span for making change.
- B. Contractor Changes: Initiate changes by submitting a letter to Owner's Representative requesting a Change Order Proposal be issued. Include in the letter the following:
 1. Description of proposed changes;
 2. Reference the contract document specification sections and drawings affected by the proposed change;
 3. Reason for requesting a change;
 4. Effect on Contract Sum and Contract Time;
 5. Statement of why proposed change is not covered in Contract Document, and
 6. Reference RFI document number when applicable.
- C. Immediate Changes: In situations where time is of the essence or an emergency condition exists, A/E may directly order a change to the work by Field Authorization (FA). Field Authorizations will only be issued on a "cost-not-to-exceed" basis, cost data follows performance of the work. Once cost data is submitted and approved, the Field Authorization is converted into a Change Order.
- D. Change Order Authorization:
 1. Recommendation of Change Order Proposal is indicated by A/E's signature.

2. Upon signature and execution by Owner, the Change Order Proposal becomes a Change Order altering the Contract Sum and/or Contract Time, as indicated.
 3. Contractor may only request payment for the work against an approved Change Order.
 4. If either A/E or Owner disapproves the Change Order Proposal, the reason for disapproval will be stated.
- E. Distribution: Upon authorization of a Change Order, Owner will transmit one signed copy each to Contractor and A/E.
- F. Contractor's Submittals:
1. Revise Application for Payment forms to record each Change Order as a separate item of work and adjust the Contract Sum.
 2. Revise construction schedule to reflect changes in Contract Time.
 3. Upon completion of Change Order work, enter pertinent modifications in Project Record documents.

1.6 NONCOMPLIANCE NOTICE

If, after an oral discussion or directive, the Contractor fails to correct work that in the opinion of the Owner's Representative fails to comply to the Contract Documents a Noncompliance Notice shall be issued. Upon receipt of Noncompliance Notice, Contractor shall take immediate action to correct work. Corrections will be reviewed at next progress meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 1 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Submit typed schedule on form approved by State of Washington.
- B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section.
 - 1. At a minimum, provide the following as separate items:
 - a. Site mobilization
 - b. Bonds and insurance
 - c. General conditions
 - d. Demobilization

- e. Punch list work
 - f. Project closeout.
2. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
- a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

1.5 APPLICATIONS FOR PAYMENT

1. At the Construction Progress Meeting immediately prior to submitting pay application, submit draft "pencil copy" of proposed application to Architect and Owner. Do not prepare certified pay applications until percentage of work completed for each item is approved by Architect and Owner.
2. Submit three copies of each application on form acceptable to Kitsap County after the first day of each month for work completed in the prior month.
3. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
4. Submit an updated construction schedule with each application for Payment.
5. When Owner or Architect requires substantiating information, submit data justifying dollar amounts in question.

1.6 RELEASE OF RETAINAGE

- A. Pursuant to the completion of Work performed in accordance with a public works contract and Final Acceptance by the State, the following requirements must be satisfied prior to the release of retained contract funds.
1. "Notice of Completion of Public Works Contract (REV 31 0020)": After receipt of Consent of Surety to Final Payment form. This form will be completed by Owner on the date of Final Acceptance. Three copies of the notice will be mailed to the Department of Revenue and a copy will be transmitted to Contractor.
 2. "Certificate of Payment of State Excise Taxes by Public Works Contractor (REV 31 0028)": Following receipt of Owner's notice of completion and after determining that all taxes, increase and penalties due from Contractor have been paid, the Department of Revenue will issue this certificate to Owner, releasing the state's lien on the retained percentage.

3. "Certificate of Payment of Contributions, Penalties and Interest on Public work Contract (EMS 8449 760)": Upon receiving a copy of Owner's notice of completion from the Department of Revenue and determining that the Contractor is in compliance with the provisions of the Employment Security Act, the Employment Security Department will issue this certificate to Owner, releasing its lien on the retained percentage.
4. "Request for Release (F263-083-000)": This form must be completed by Contractor and mailed to the Department of Labor and Industries, Industrial Insurance Division, Contract Release Section, Olympia, Washington 98504. One copy of Contractor's request for release, including attached list of Subcontractor, should be transmitted to Owner.
5. "Certificate of Liability Release (letter)": Upon receipt of Contractor's "Request for Release" and verification from its records that the industrial insurance and medical aid premiums have been paid by Contractor and each Subcontractor, the Department of Labor and Industries will issue a statement to that effect, releasing Owner from further liability.
6. "Affidavit of Wages Paid on Public Works Contract (F700-007-000)": This form must be completed by Contractor and each Subcontractor. Notarized forms should be submitted for certification to the Department of Labor and Industries, Employment Standards Division, Olympia, Washington 98504. If the wage rates thus filed are not less than the prevailing wage rates, the Industrial Statistician will certify the document and return two copies to Contractor or Subcontractor named thereon.
7. "Certificate of Payment of Labor and Materials": This Owner's form should be completed by the Contractor and returned to Owner. If the only exceptions to payments in full are Subcontractor retainages, a statement to that effect will suffice in lieu of a detailed listing.
8. "State of Washington Invoice Voucher (A19-2AE2)": If the retained funds are on deposit in Owner accounts, prepare an invoice for the total amount retained and submit to the Owner for payment. If these funds have been placed in escrow at the direction of Contractor, no further invoice is required.
9. Retainage will be due and payable forty-five (45) days following Final Acceptance, contingent upon Contractor's compliance with provisions of public works statutes and as stated above. If there are either unpaid taxes or other unsatisfied lien claims against the retained percentage, special payment procedures will be required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Administrative and supervisory personnel.
 - 2. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections include the following:
 - 1. Division 1 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 2. Division 1 "Submittal Procedures"
 - 3. Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 4. Division 1 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.
 - 9. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.4 SUBMITTALS

- A. Key Personnel Names: Within 7 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
 - 1. Emergency Call List: Submit Emergency Call list with pager, cell phone, and/or home telephone numbers of project manager, superintendent and back-up personnel authorized to perform work outside of normal working hours.

1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1. Include special personnel required for coordination of operations with other contractors.

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

1.7 PRECONSTRUCTION CONFERENCE

- A. Meeting Location: The Project Manager will schedule a meeting prior to the start of construction. This meeting is to review contract administration requirements. Attendance is required of the following:

1. Contractor's Superintendent and Project Manager,
2. Major Subcontractors,
3. A/E and A/E's consultants, as appropriate,
4. Project Manager,
5. Client Agency Representative, and
6. Others, as appropriate.

- B. Agenda: Discussion will pertain to detailed information, such as:

1. Communications,
2. Schedule, work sequence, phasing, and occupancy,
3. Contractor use of premises,
4. Procedures and processing:
 - a. Application for payments,
 - b. Requests for Information (RFI),
 - c. Contract Modifications (FA, COP, and CO),
 - d. Submittals,
 - e. Other, and
5. Project Record documents,
6. Construction facilities,
7. Utilities,
8. Security and Safety procedures,
9. Progress Meetings, and
10. Others, as appropriate.

1.10 PROGRESS MEETINGS

- A. Progress meetings will occur weekly at a mutually agreeable time and location on or near the site.

- B. Attendance: Representatives attending meetings are required to be qualified and authorized to act on behalf of their firms. Attendees shall include:
1. A/E and A/E's consultants, as appropriate,
 2. Owner,
 3. Contractor's Superintendent and Project Manager,
 4. Subcontractors, Suppliers, and Others, as appropriate.
- C. Agenda: Discussion will pertain to items, such as:
1. Approve minutes of previous meeting;
 2. Work progress since previous meeting;
 3. Plans for subsequent work period;
 4. Construction schedule;
 5. Present corrective measures and procedures to regain project schedule, as applicable;
 6. Field observations, problems, and conflicts;
 7. Submittal schedules, present methods to expedite as required;
 8. Off-site fabrication;
 9. Delivery schedules;
 10. Coordinate work;
 11. Proposed changes for:
 - a. effect on construction schedule and completion date, and
 - b. coordination with other work.
 12. COP, FA, and CO status;
 13. Review draft of Application for Payment;
 14. Revisions to Project Record documents;
 15. Any other business.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Special reports.
- B. Related Sections include the following:
 - 1. Division 1 Section "Submittal Procedures" for submitting schedules and reports.

1.3 SUBMITTALS

- A. Contractor's Construction Schedule: Submit three copies of initial schedule, large enough to show entire schedule for entire construction period.
- B. Special Reports: Submit two copies at time of unusual event.

1.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 10 days, unless specifically allowed by Architect.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and re-submittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 - 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 - 5. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Date fuel tank is taken off-line.
 - c. Date fueling system will be tested and commissioned.
 - d. Date fuel tank will be back-on line.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

2.2 CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit horizontal bar-chart-type construction schedule within 7 days of date established for the Notice to Proceed.

- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
- C. Update schedule weekly and review at the construction progress meetings.

2.3 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: Update schedule and review at the construction progress meetings. If the schedule update indicates any activities behind from the previously approved schedule, Contractor to submit a supplemental "Recovery Schedule"
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. When revisions are made, distribute updated schedules to the same parties and post in the same locations.

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Division 1 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 2. Division 1 Section "Closeout Procedures" for submitting warranties.
 - 3. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 4. Divisions 2 through 49 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. Electronic Submittals: Submittals may be submitted in pdf format to the Architect for review. Single pages of an electronic submittal shall be combined and submitted as one pdf file. Electronic submittals shall include the Contractor's review stamp and review comments.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow 10 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Resubmittal Review: Allow 10 working days for review of each resubmittal.
- D. Identification: Place a permanent label or title block on each submittal for identification.
 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 3" x 4" on label or beside title block to record action taken by Architect.
 3. Submittal Numbering: Use Specification Section number followed by a hyphen and then a sequential number (e.g., 06100 - 01). Resubmittals shall include an alphabetic suffix after original submittal number (e.g., 06100 - 01A). Do not use a new submittal number on a re-submittal.
 4. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- E. Identification: Where multiple products, accessories, feature, or model numbers are listed, encircle by "clouding" to specifically identify the proposed item(s).
- F. Deviations: Circle by "clouding" to specifically identify deviations from the Contract Documents on submittals.

- G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Resubmittals shall include an alphabetic suffix after original submittal number (e.g., 06100 - 01A). Do not use a new submittal number on a re-submittal.
 - 3. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 4. Resubmit submittals until they are marked "No Exceptions Taken."
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals with mark indicating "No Exception taken" by Architect.
- K. Provide only the number of submittals specified; additional copies will be returned "Not Reviewed".

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.

- k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
 4. Submit Product Data before or concurrent with Samples.
 5. Number of Copies: Submit (5) copies of Product Data, unless otherwise indicated. Architect will return two copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
 3. Number of Copies: Submit (4) copies of each submittal, unless copies are required for operation and maintenance manuals. Architect will return two copies. Mark up and retain one returned copy as a Project Record Drawing.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.

- c. Sample source.
 - d. Number and title of appropriate Specification Section.
3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit (2) full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample sets; remainder will be returned. Mark up and retain returned Sample set as a Project Record Sample.
- E. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation" for Construction Manager's action.
- F. Submittals Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."
- G. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.

4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated.
 - a. Include copy of final Subcontact List as a Project Record Document.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 1. Number of Copies: Submit three copies of each submittal, unless otherwise indicated. Architect will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 3. Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 1 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

- J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- M. Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Requirements."
- N. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- O. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- P. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Q. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."
- R. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

- S. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.
 - 2. Required substrate tolerances.
 - 3. Sequence of installation or erection.
 - 4. Required installation tolerances.
 - 5. Required adjustments.
 - 6. Recommendations for cleaning and protection.

- T. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.

- U. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

- V. Construction Photographs: Comply with requirements specified in Division 1 Section "Photographic Documentation."

2.3 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 Architect.

- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of 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.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 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. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Divisions 2 through 49 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- I. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 SUBMITTALS

- A. Permits, Licenses, and Certificates: For Owner'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.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. 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.
- C. 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, as well as sufficient production capacity to produce required units.
- D. 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.
- 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 regulations governing the Work.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. 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.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected Paragraph below is usually limited to storefronts and curtain-wall systems.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of 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.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 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 same entity engaged by Owner, unless agreed to in writing by Owner.
 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. **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 as specified in Division 1 Section "Submittal Procedures."
- D. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. **Testing Agency Responsibilities:** Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- F. **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.
- G. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and -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.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction for concrete. Contractor to provide for all other Special Inspections.
- B. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 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 Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 - 2. Comply with the Contract Document requirements for Division 1 Section "Cutting and 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 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities.
- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities.
- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the.
- E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 - 1. Division 1 Section "Summary of Work".
 - 2. Division 1 Section "Execution" for progress cleaning requirements.

1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.
- B. Water Service – Water from Owner's existing water system is available from exterior hose bibs at no use charges.
- C. Electric Power Service: Temporary power is available from the existing concession building for small 110 vac tools. All other temporary power to be provided by Contractor.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch, 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide concrete bases for supporting posts.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Temporary field office may be provided at contractor's option. A field office is not required.
- B. Provide Portable Toilet Facilities. Provide portable toilet and washing facilities for all workers on site for this project. Provide sufficient quantity and maintain in clean and sanitary condition.
- C. Provide temporary protection of all finished surfaces along ingress and egress routes to work areas, i.e. paving and sidewalks.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Toilets: Use of Owner's existing toilet facilities will not be permitted.
- C. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
- D. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

- E. Telephone Service: Provide mobile telephones for contact with job superintendent by Owner and Architect.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:

1. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

- B. Project Identification and Temporary Signs: Provide Project identification and other signs. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.

1. Provide temporary, directional signs for construction personnel and visitors.
2. Maintain and touchup signs so they are legible at all times.

- C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.

- D. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

- B. Security and Safety Fencing: Provide temporary chain link fencing material storage/staging areas, and trenches.
- C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- D. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Provide Progress Cleaning and disposal of waste material.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Repair or replace street paving, curbs, and sidewalks damaged by this work.
3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Division 1 Section "References" for applicable industry standards for products specified.
 - 2. Division 1 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 - 3. Divisions 2 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.4 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI standard Substitution forms or the form provided at the end of this Section.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 10 days of receipt of a request for substitution.
 - a. Form of Acceptance – Prior to Bid: Addendum.
 - b. Form of Acceptance – After Bid: Supplemental Instruction or Change Order.
- B. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within (10) days of receipt of a comparable product request.
 - a. Form of Approval: As specified in Division 1 Section "Submittal Procedures."
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. 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.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.
8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 7. Where products are specified by name and accompanied by the term "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
 3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 7. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply

- with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
8. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
 9. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received no later than (10) working days prior to Bids. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution does not require extensive revisions to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 4. Substitution request is fully documented and properly submitted.
 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 7. Requested substitution is compatible with other portions of the Work.
 8. Requested substitution has been coordinated with other portions of the Work.

9. Requested substitution provides specified warranty.
10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

- A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, which it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

SUBSTITUTION REQUEST FORM

To: Architect: Rice Fergus Miller Architecture & Planning, PLLC
275 5th Street, Suite 100
Bremerton, Washington 98337

Project Name: Lobe Field Improvements Phase 1

Contractor:

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

<u>Section</u>	<u>Paragraph</u>	<u>Specified Item</u>
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Proposed Substitution:

Attachments: (If not applicable, write N/A left of item number.)

- No. 1: Complete product data.
- No. 2: Drawings showing dimensional changes and other change to drawings.
- No. 3: Complete description of all changes to specifications.
- No. 4: Description of effect on other trades, other contracts, and contract completion date.
- No. 5: List of differences between proposed and specified items.
- No. 6: List of names and addresses of three similar projects on which product was used, date of installation, and Architect's name and address.
- No. 7: Cost impact.

Undersigned attests function and quality equivalent or superior to specified item.

Submitted by: (Person and Firm) _____

Date _____ Phone _____ Signature _____

Acceptance by Architect:

By:	Accepted
Date:	Accepted as Noted
Remarks:	Not Accepted

END OF SECTION 016000

SECTION 017000 – EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. General installation of products.
 - 2. Coordination of Owner-installed products.
 - 3. Progress cleaning.
 - 4. Protection of installed construction.
 - 5. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 1 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Division 1 Section "Submittal Procedures" for submitting surveys.
 - 3. Division 1 Section "Closeout Procedures" for submitting Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.

- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
- D. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

- E. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- F. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- G. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.5 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

3.6 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.

END OF SECTION 017000

SECTION 017800 - CLOSEOUT SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. Related Sections include the following:
 - 1. Division 1 Section "Execution Requirements" for progress cleaning of Project site.
 - 2. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 3. Divisions 2 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Substantial Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Complete startup testing of systems.

8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
2. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first.

2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Provide copies of each warranty to in Operation and Maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - f. Remove labels that are not permanent.
 - g. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017800

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:
 - 1. Exterior concrete slab-on-grade.
 - 2. Exterior formed concrete walls.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume; subject to compliance with requirements.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product and accessory indicated.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
 - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer
- B. Material Certificates: For each of the following, signed by manufacturers:
 - 1. Cementitious materials.
 - 2. Admixtures.
 - 3. Form materials and form-release agents.
 - 4. Steel reinforcement and accessories.

5. Curing compounds.
6. Bonding agents.
7. Adhesives.
8. Repair materials.

C. Material Test Reports: For the following, from a qualified testing agency, indicating compliance with requirements:

1. Aggregates.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

B. Testing Agency Qualifications: An independent agency, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician - Grade II.

C. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.

D. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301, "Specifications for Structural Concrete,"
2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

E. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
1. Plywood, metal, or other approved panel materials.
 2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
 - a. High-density overlay, Class 1 or better.
 - b. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.
 - c. Structural 1, B-B or better; mill oiled and edge sealed.
 - d. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch , minimum.
- D. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- E. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
1. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
 2. Furnish ties that, when removed, will leave holes no larger than 1 inch in diameter in concrete surface.
 3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 , deformed.
- B. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from as-drawn steel wire into flat sheets.

2.3 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
 - 1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.

2.4 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
 - 1. Portland Cement: ASTM C 150, Type II.
- B. Normal-Weight Aggregates: ASTM C-33.
- C. Water: ASTM C 94/C 94M and potable. See Structural drawing notes.

2.5 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
- C. Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete and complying with ASTM C 494/C 494M, Type C.
- D. Non-Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, non-set-accelerating, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.

2.6 CURING MATERIALS

- A. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- B. Water: Potable.

2.7 RELATED MATERIALS

- A. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- B. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:
 - 1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

REPAIR MATERIALS

- C. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 - 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
 - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by underlayment manufacturer.
 - 4. Compressive Strength: Not less than 4100 psi at 28 days when tested according to ASTM C 109/C 109M.
- D. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch and that can be filled in over a scarified surface to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 - 2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
 - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
 - 4. Compressive Strength: Not less than 5000 psi at 28 days when tested according to ASTM C 109/C 109M.

2.8 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement. No additives containing chlorides shall be used. Use products as follows:
 - 1. Master Builders; Pozzutec 20+
 - 2. WR Grace; Polarset
 - 3. Or Approved Equal
- C. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing high-range water-reducing or plasticizing admixture in concrete, as indicated in the structural drawings, for placement and workability.
 - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.
 - 4. Use corrosion-inhibiting admixture in concrete mixtures where indicated in the structural drawings.

2.9 CONCRETE MIXTURES FOR FOOTINGS

- 1. 3,000 psi design strength, 0.50 maximum water/cement ratio, minimum fly ash or slag PCY: 100, Aggregate ASTM AASHO 57 or 67.

2.10 CONCRETE MIXTURES FOR WALLS AND SLABS

- 1. 4,000 psi design strength, 0.45 maximum water/cement ratio, minimum fly ash or slag PCY: 100, Aggregate ASTM AASHO 57 or 67, Entrained air 5% +2%/-1.5% with average of all tests not less than 5%.

2.11 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.12 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M, and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F , reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:
 1. Class A, 1/8 inch for smooth-formed finished surfaces.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
 1. Install keyways, reglets, recesses, and the like, for easy removal.
 2. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Chamfer exterior corners and edges of permanently exposed concrete.
- H. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- I. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- J. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.
- F. Clearance: Maintain 1-1/2 inches minimum from reinforcing to exterior of concrete.

3.3 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
 - 1. Provide construction joints equally spaced, maximum 12 feet on center.
 - 2. Provide in each direction on horizontal slabs.
 - 3. Walls: Provide vertical 45 degree chamfer joint both sides of wall, equally spaced.

3.4 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations and curing and protection operations need to be maintained.
 - 1. Leave formwork for beam soffits, joists, slabs, and other structural elements that supports weight of concrete in place until concrete has achieved at least 75 percent of its 28-day design compressive strength.
 - 2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.

- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.5 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.
- C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.
 - 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness.
- E. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
 - 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- F. Hot-Weather Placement: Comply with ACI 301 and as follows:
 - 1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.6 FINISHING FORMED SURFACES

- A. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes

and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

- B. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.7 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
 - 1. Apply a light broom finish to exterior slabs.
 - 2. Finish surfaces to the following tolerances, according to ASTM E 1155 , for a randomly trafficked floor surface:
 - a. Specified overall values of flatness, F(F) 30; and of levelness, F(L) 20; with minimum local values of flatness, F(F) 24.

3.8 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.
- C. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- D. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches , and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.

- b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.

3.9 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
 2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
 3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
 1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
 2. After concrete has cured at least 14 days, correct high areas by grinding.
 3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
 4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
 5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent

- floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
 7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Architect's approval.

END OF SECTION 033000

SECTION 055000 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Steel fabricated pipe rails.

1.3 ACTION SUBMITTALS

- A. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.

1.4 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."

1.5 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Provide the following minimum requirements unless noted otherwise on structural drawings.
- C. Steel Plates, Shapes, pipe, and Bars: ASTM A 36/A 36M.
- D. Rolled-Steel Floor Plate: ASTM A 786/A 786M, rolled from plate complying with ASTM A 36/A 36M or ASTM A 283/A 283M, Grade C or D.
- E. Steel HSS Sections: ASTM A 500/A 500M, cold-formed steel sections.

2.3 FASTENERS

- A. General: Unless otherwise indicated, provide Type 304 or Type 316 stainless-steel fasteners for exterior use.

2.4 MISCELLANEOUS MATERIALS

- A. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

2.5 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Form exposed work with accurate angles and surfaces and straight edges.
- E. Weld corners and seams continuously to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 2. Obtain fusion without undercut or overlap.
 3. Remove welding flux immediately.
 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.
- G. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
- I. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

2.6 PIPE RAILINGS

- A. General: Fabricate pipe railings to sizes and dimensions shown. Miter corners and grind all welds smooth.
- B. Provide weep holes for drainage.
- C. Hot dip galvanize.

2.7 FINISHES, GENERAL

- A. Finish metal fabrications after assembly.
- B. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into surrounding surface.

2.8 STEEL AND IRON FINISHES

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Corrosion Protection: Coat concealed surfaces of galvanized steel that come into contact with concrete or masonry with a heavy coat of bituminous paint.

3.2 ADJUSTING AND CLEANING

- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION 055000

SECTION 096253 SYNTHETIC TURF FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Loose-laid Synthetic Turf Flooring

1.3 ACTION SUBMITTALS

- A. Product Data and Installation Instructions: For each type of product.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data.

PART 2 - PRODUCTS

2.1 Synthetic Turf Flooring

- A. Stadium Padded Artificial Turf, manufactured by On-Deck Sports, Brockton, MA, www.ondecksports.com, or approved equal.
- B. Yarn: 1/2 inch height, nylon, solid green, face weight 30 ounces.
- C. Backing: 5 mm foam.
- D. Roll Width: 15 feet.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. General: Comply with manufacturer's written installation instructions.
- B. Loose-lay synthetic turf where indicated.

END OF SECTION 116623

SECTION 116883 – ATHLETIC FIELD EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Baseball Backstops
 - 2. Rail Padding.
 - 3. Privacy Curtains
 - 4. Athletic Curtain Track

1.3 ACTION SUBMITTALS

- A. Product Data and Installation Instructions: For each type of product.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data.

PART 2 - PRODUCTS

2.1 Baseball Backstops

- A. Stadium Padding by Cover Sports, Philadelphia, PA www.coversports.com or approved equal.
- B. Two inch thick soft IFD 100 foam with 18 ounce PVC coated UV resistant fabric treated with fungicide for mildew resistance, over 3/4 inch exterior grade plywood. Four foot wide panels with bottom vents to weep moisture. Provide optional Z clips for concealed mounting.
- C. Color: Royal Blue.

2.2 Rail Padding.

- A. SafeFoamPadding by Cover Sports, Philadelphia, PA, www.coversports.com, Post/Rail padding manufactured by On-Deck Sports, Brockton, MA, ww.ondecksports.com, or approved equal.
- B. 3/4 inch thick foam with 18 ounce PVC coated UV resistant fabric treated with fungicide for mildew resistance, with Velcro ties.
- C. Diameter: Custom size to fit new dugout pipe rails.
- D. Color: Royal Blue.

2.3 Privacy Curtains

- A. FenceMate Privacy Screens by Cover Sports, Philadelphia, PA, www.coversports.com, or approved equal. VCM9X12 Standard Mesh, Vinyl Coated Polyester, 8.2 ounce per square yard mesh weight, 16% light transmittance.
- B. Brass grommets 12 inches on-center; hem all edges.
- C. Color: Royal Blue.
- D. Warranty: 3-year warranty.
- E. Size: Nominal 7 foot tall; field verify height to maintain 12 inches off dugout floor. Length as required by drawing layout.

2.4 Athletic Curtain Track

- A. Akon Industrial Athletic Curtain Track or approved equal. Galvanized steel formed track, 16 gage, straight track sections. Load rating 100 pounds per linear foot.
- B. Mounting Accessories: Ceiling support/Splice Connector CSSC-16, Ceiling support Connector CSC-16, Wall Mount Track Connector WMTSC-U-16, Wall Mount Track Splice Plate Connector WMTSC-U-16, End Stops CS-16.
- C. Carriers: Two-wheel steel ball-bearing rollers with 1 inch steel hook, 75 pound load rating, SR-16-1, one per 12 inches of track. Provide 6 extra stock.

2.5 MATERIALS

- A. Fittings, and Hardware: Manufacturer's standard corrosion-resistant or noncorrodible units.

- B. Anchors and Fasteners: Self-drilling screws or power-actuated fasteners, sized to support equipment and load ratings indicated, stainless steel or galvanized steel.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. General: Comply with manufacturer's written installation instructions. Complete equipment field assembly where required.
- B. Permanently Placed Equipment and Components: Install rigid, level, plumb, square, and true; anchored securely to supporting structure; positioned at locations and elevations indicated; in proper relation to adjacent construction; and aligned with field layout.

3.2 Baseball Backstops.

- A. Install on concrete backstop wall with concealed Z clips.

3.3 Rail Padding.

- A. Install on pipe rails where indicated and secure with velco ties.

3.4 Privacy Curtains

- A. Hang from curtain track carriers, 12 inches on center.

3.5 Athletic Curtain Track

- A. Secure to overhead structure with manufacturer's ceiling support plates or by drilling through track and secure to overhead structure into existing framing with screws 12 inches on-center. Secure side mounted to existing steel framing with manufacturer's wall mount connectors.
- B. Track to be secured 12 inches on center maximum and within 6 inches both sides of a splice plate and within 6 inches of end stops.
- C. Provide manufacturer's end stops both ends of all track sections.
- D. Provide full length one-piece tracks to the greatest extent possible. Where track must be spliced, provide manufacturer's track splice plates.

3.6 ADJUSTING

- A. Adjust movable components of equipment to operate safely, smoothly, easily, and quietly, free from binding, warp, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Lubricate hardware and moving parts.

3.7 CLEANING

- A. After completing athletic equipment installation, inspect components. Remove spots, dirt, and debris and touch up damaged shop-applied finishes according to manufacturer's written instructions.
- B. Replace athletic equipment and finishes that cannot be cleaned and repaired, in a manner approved by Architect, before time of Substantial Completion.

END OF SECTION 116623

SECTION 126723 - BENCHES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Freestanding metal benches.

1.3 ACTION SUBMITTALS

- A. Product Data: For metal benches.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- 1. Lyon Workspace Products, LLC;
- 2. Olympus Lockers & Storage Products, Inc.;
- 3. Penco Products, Inc.;
- 4. Republic Storage Systems Company
- 5. Approved Equal.

2.2 BENCHES

- A. Provide bench units with overall assembly height of 17-1/2 inches.
- B. Bench Tops: Manufacturer's standard one-piece units, with rounded corners and edges.
 - 1. Size: Minimum 9-1/2 inches wide by 1-1/4 inches thick.
 - 2. Extruded aluminum with clear anodic finish.

- C. Freestanding Pedestals: Manufacturer's standard supports, with predrilled fastener holes for attaching bench top, complete with fasteners, and as follows:
 - 1. Aluminum: 1/8-inch-thick by 3-inch-wide channel or 1/4-inch-thick by 3-inch-wide bar stock, shaped into trapezoidal or inverted-T form; welded.
 - a. Finish: Clear anodic finish.
- D. Materials:
 - 1. Extruded Aluminum: ASTM B 221, alloy and temper recommended by aluminum producer and manufacturer for type of use and finish indicated.

2.3 FABRICATION

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Freestanding Locker Benches: Place benches in locations indicated on Drawings.

3.2 PROTECTION

- A. Protect metal benches from damage, abuse, dust, dirt, stain, or paint. Do not permit use during construction.

3.3 SCHEDULE

- A. Provide (24) 6 foot long freestanding benches.

END OF SECTION 126723

SECTION 311000 - SITE CLEARING

PART 1 GENERAL

1.0 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.1 SECTION INCLUDES

- A. Clearing and grubbing of existing vegetation.
- B. Removal and disposal of existing vegetation and plant life.
- C. Removal of existing structures and improvements.
- D. Temporary erosion and sedimentation controls.

1.2 RELATED SECTIONS

- A. Section 31 2316 - Excavation.
- A. Section 32 05 16 - Aggregate Materials.

1.3 REGULATORY REQUIREMENTS

- A. Conform to applicable codes for environmental requirements, disposal of debris.
- B. Perform work in conformance with WSDOT Section 2-01.
- C. Contact Locate Companies prior to any clearing activities.
- D. Contractor is alerted to the existence of regulatory laws related to underground utilities. Costs related to damage are incurred at the contractor's expense according to RCW 19.122.
- E. Do not close or obstruct roadways, sidewalks, or hydrants without appropriate permits.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Provide temporary filter fence, straw wattles, catch basin inlet protection filters, and other measures needed for temporary erosion and sedimentation control measures.

PART 3 EXECUTION

3.1 PREPARATION

- A. Review site to confirm existing conditions and to identify existing facilities that must be removed to accommodate new work.
- B. Provide temporary erosion and sedimentation control measures to prevent silt-laden run-off from discharging from the project area and prevent from entering the existing storm sewer system. Comply with State and Kitsap County requirements.
- C. Temporary erosion and sedimentation control facilities must be installed and accepted by Kitsap County Public Works prior to the commencement of clearing operations.

3.2 PROTECTION

- A. Locate, identify, and protect utilities that remain, from damage.
- B. Protect paving, fencing, plant growth, ballfield, irrigation system, and features designated to remain.
- C. Protect benchmarks, survey control points, and existing structures from damage or displacement.
- D. Provide catch basin inlet protection at drainage points of the work area.

3.3 REMOVAL

- A. Remove debris, rock, and vegetation, and gravel warning track as required to complete work. The Contractor shall dispose of this material off-site.
- B. Grubbing operations require the removal of the top 6" - 12" of material to ensure the organic matter and roots are removed from the site. Branches, roots, or wood debris 2" in diameter and larger must be removed to a depth of 2.0'. Contractor shall disposed of grubbed material off-site.
- C. Contractor is to remove existing facilities as required to install new improvements.

- D. Remove all temporary erosion and sedimentation controls at completion of the project.

- A. Restoration of Earthwork and Grades:
 - 1. Playing field side of improvements: Restore subgrade to 12 inches below finished field surface. Owner will provide new warning track.
 - 2. All other areas: Restore finish grade, smooth and level, even with existing adjacent grades and improvements.

END OF SECTION 311100

SECTION 312316 – EXCAVATION

PART 1 GENERAL

1.0 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.1 SECTION INCLUDES

- A. Excavation for footings and slabs.

1.3 REGULATORY REQUIREMENTS

- A. Conform to applicable codes for environmental requirements, disposal of debris.
- B. Perform work in conformance with WSDOT Section 2-01.
- C. Coordinate clearing Work with utility companies.
- D. Contact Locate Companies prior to any clearing activities.
- E. Contractor is alerted to the existence of regulatory laws related to underground utilities. Costs related to damage are incurred at the contractor's expense according to RCW 19.122.
- F. Do not close or obstruct roadways, sidewalks, or hydrants without appropriate permits.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Not used.

PART 3 EXECUTION

3.1 PREPARATION

- A. Review site to confirm existing conditions and to identify existing facilities that must be removed to accommodate new work.

- B. Erosion control facilities must be installed and inspected by Kitsap County Public Works prior excavation operations.

3.2 PROTECTION

- A. Locate, identify, and protect utilities that remain, from damage.
- B. Protect existing fencing, structures, and playing field surfaces and improvements to remain.
- C. Protect benchmarks, survey control points, and existing structures from damage or displacement.

3.3 REMOVAL

- A. Remove earth, debris, rock, and vegetation as required to complete the work. Disposed of excess material off-site.
- B. Restoration of Earthwork and Grades:
 - 1. Playing field side of improvements: Restore subgrade to 12 inches below finished field surface. Owner will provide new warning track.
 - 2. All other areas: Restore finish grade, smooth and level, even with existing adjacent grades and improvements.

END OF SECTION

SECTION 32 05 16 - AGGREGATE MATERIALS

PART 1 GENERAL

1.0 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.1 SECTION INCLUDES

- A. Aggregate materials.

1.2 RELATED SECTIONS

- A. Section 312316 – Excavation

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with WSDOT Plans and Specifications, latest edition.

PART 2 PRODUCTS

2.1 AGGREGATE MATERIALS

- A. Compacted Gravel Base: 3/4 minus crushed gravel meeting WSDOT 9-03.4.

2.2 SOURCE QUALITY CONTROL

- A. Coarse Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D1557 and ASTM D2922.
- B. If tests indicate materials do not meet specified requirements, change material or material source and retest. Perform work at no additional cost to the Owner.
- C. Provide materials of each type from same source throughout the Work.

PART 3 EXECUTION

3.1 PLACING MATERIAL

- A. Place and compact aggregate materials at minimum thickness indicated. Smooth and level top surface in preparation for artificial turf surfacing.

END OF SECTION 320516

SECTION 323113 - CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Chain-link fences.
- 2. Gates: Manual swing gates.
- 3. Backstop netting.
- 4. Cables, supports, and ties for ballfield netting.

- B. Related Sections:

- 1. Section 033000 "Cast-in-Place Concrete" for cast-in-place concrete post footings.

1.3 PERFORMANCE REQUIREMENTS

- A. Design and installation to be in accordance with ASTM F2000 Standard Guide for Fences for Baseball and Softball Fields.
- B. Delegated Design: Design chain-link fences and gates, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- C. Structural Performance: Chain-link fence and gate framework shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to ASCE/SEI 7:
 - 1. Minimum Post Size: Determine according to ASTM F 1043 for framework up to 12 feet high, and post spacing not to exceed 10 feet for steel posts.
 - 2. Minimum Post Size and Maximum Spacing: Determine according to CLFMI WLG 2445, based on mesh size and pattern specified and on the following:
 - a. Wind Loads: Basic wind speed (3 second gust) 110 mph.
 - b. Exposure Category: B.
 - c. Material Group: IC, electric-resistance-welded round steel pipe.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. Fence and gate posts, rails, and fittings.
 - 2. Chain-link fabric, reinforcements, and attachments.
 - 3. Accessories: Ballfield netting.
 - 4. Gates and hardware.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work. Show accessories, hardware, gate operation, and operational clearances.
- C. Delegated-Design Submittal: For chain-link fences and gate framework indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of chain-link fence from manufacturer.
- B. Product Test Reports: For framing strength according to ASTM F 1043.
- C. Preinstallation Conference: Conduct conference at Project site.

1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to existing structures. Verify dimensions by field measurements.

PART 2 - PRODUCTS

2.1 CHAIN-LINK FENCE FABRIC

- A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle. Comply with CLFMI Product Manual and with requirements indicated below:
 - 1. Steel Wire Fabric: Woven 6-gauge steel wire, 2 inch mesh.
 - a. Zinc-Coated Fabric: ASTM A 392, Type II, Class 2, 2.0 oz./sq. ft. with zinc coating applied after weaving.
 - 2. Selvage: Knuckle and knuckle at both selvages.

2.2 FENCE FRAMING

- A. Posts and Rails: Comply with ASTM F 1043 for framing, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F 1043 or ASTM F 1083 based on the following:
 - 1. Heavy Industrial Strength: Material Group IC, round steel pipe, electric-resistance-welded pipe.
 - a. Line Post: 2.875 inches in diameter.
 - b. End, Corner and Pull Post: 2.875 inches in diameter.
 - 2. Horizontal Framework Members: Intermediate, top and bottom rails complying with ASTM F 1043.
 - a. Top Rail: 2.875 inches in diameter.
 - b. Intermediate and bottom rails: 1.66 inches in diameter
 - 3. Brace Rails: Comply with ASTM F 1043.
 - 4. Metallic Coating for Steel Framing:
 - a. Type A, consisting of not less than minimum 2.0-oz./sq. ft. average zinc coating per ASTM A 123/A 123M or 4.0-oz./sq. ft. zinc coating per ASTM A 653/A 653M.

2.3 SWING GATES

- A. General: Existing swing gates for be relocated or provide new to match existing at contractor's option.

2.4 FITTINGS

- A. General: Comply with ASTM F 626.
- B. Post Caps: Provide for each post.
 - 1. Provide line post caps with loop to receive top rail.
- C. Rail and Brace Ends: For each gate, corner, pull, and end post.
- D. Rail Fittings: Provide the following:
 - 1. Top Rail Sleeves: Pressed-steel or round-steel tubing not less than 6 inches long.
 - 2. Rail Clamps: Line and corner boulevard clamps for connecting intermediate and bottom rails in the fence line-to-line posts.
- E. Tension and Brace Bands: Pressed steel.

- F. Tension Bars: Steel, length not less than 2 inches shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.
- G. Tie Wires, Clips, and Fasteners: According to ASTM F 626.
 - 1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, complying with the following:
 - a. Hot-Dip Galvanized Steel: 0.148-inch- diameter wire; galvanized coating thickness matching coating thickness of chain-link fence fabric.
- H. Finish:
 - 1. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz. /sq. ft. zinc.

2.5 NETTING

- A. Material: Square backstop netting, knotted, 1-3/4 inch square, polyethylene with UV Inhibitors, black color. Multi-strand #30 twine minimum. Rope-bound edges.
- B. Support Cables: Minimum 1/4-inch- diameter, 7x19 galvanized-stranded-steel wire rope with a breaking strength of 7000 lb. Provide stainless steel fittings to tension cables.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for playing field layout and new field improvements.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Install chain-link fencing to comply with ASTM F 567 and more stringent requirements indicated.

3.3 CHAIN-LINK FENCE INSTALLATION

- A. Excavation: Drill or hand-excavate holes for posts in firm, undisturbed soil.
- B. Post Setting: Set posts in concrete into firm, undisturbed soil.

1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
 - a. Exposed Concrete: Extend above grade; shape and smooth to shed water.
 - b. Posts Set into Concrete in Sleeves: Use steel pipe sleeves preset and anchored into concrete for installing posts. After posts have been inserted into sleeves, fill annular space between post and sleeve with nonshrink, nonmetallic grout, mixed and placed to comply with anchoring material manufacturer's written instructions, and finished sloped to drain water away from post.
 - c. Posts Set into Voids in Concrete: Form or core drill holes not less than 5 inches deep and 3/4 inch larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout, mixed and placed to comply with anchoring material manufacturer's written instructions, and finished sloped to drain water away from post.
- C. Line Posts: Space line posts uniformly at 96 maximum inches o.c.
- D. Post Bracing and Intermediate Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Diagonally brace terminal posts to adjacent line posts with truss rods and turnbuckles. Install braces at end and gate posts and at both sides of corner and pull posts.
 1. Locate horizontal braces at midheight of fabric 72 inches or higher, on fences with top rail and at two-third fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.
- E. Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.
- F. Intermediate and Bottom Rails: Install and secure to posts with fittings.
- G. Chain-Link Fabric: Apply fabric to playing field side of enclosing framework. Leave 1 inch between finish grade or surface and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.
- H. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches o.c.
- I. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach

other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.

1. Maximum Spacing: Tie fabric to line posts at 12 inches o.c. and to braces at 24 inches o.c.
- J. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side.
- K. Backstop Netting.
 1. Provide stainless steel cable supports between fence posts and fence top rails. Stretch netting evenly between cables. Tie rope-bound nets to cables.

3.4 GATE INSTALLATION

- A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

3.5 ADJUSTING

- A. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

END OF SECTION 323113