



# Jefferson Transit Authority

## Maintenance, Operations, and Administration Center

### Bid Set

February 5, 2014

Volume 1 – Divisions 0-1

Project # 2013-006





PROJECT MANUAL

SPECIFICATIONS

FOR

**Jefferson Transit Authority**

**Maintenance, Operations, & Administration  
Center**

**Bid Set**

**February 5, 2014**

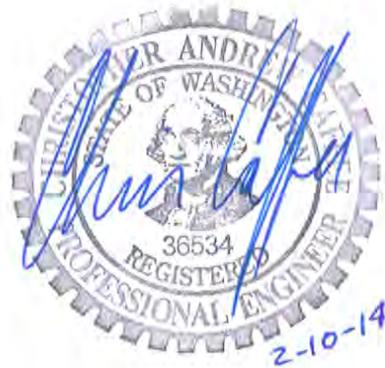


**ARCHITECT**

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Fax: (253) 572-1445



The undersigned Engineer of Record hereby certifies that the Technical Specifications for the Mechanical portions of this Project for the Bid Set Submittal for the Jefferson Transit Authority - Maintenance, Operations, & Administration Center were written by me, or under my direct supervision, and that I am duly registered under the laws of the State of Washington and hereby affix my Professional Seal and signature. Those sections prepared under my supervision and being certified by my seal and signature below are all mechanical specifications in Divisions 20, 21, 22 and 23.





The undersigned Engineer of Record hereby certifies that the Technical Specifications for the Electrical portions of this Project for the Bid Set Submittal for the Jefferson Transit Authority - Maintenance, Operations, & Administration Center were written by me, or under my direct supervision, and that I am duly registered under the laws of the State of Washington and hereby affix my Professional Seal and signature. Those sections prepared under my supervision and being certified by my seal and signature below are all mechanical specifications in Divisions 26, 27, and 28.





The undersigned Engineer of Record hereby certifies that the Technical Specifications for the Civil portions of this Project for the Bid Set Submittal for the Jefferson Transit Authority – Maintenance, Operations, & Administration Center were written by me, or under my direct supervision, and that I am duly registered under the laws of the State of Washington and hereby affix my Professional Seal and signature. Those sections prepared under my supervision and being certified by my seal and signature below are all Civil specifications in Divisions 31, 32, and 33.



A handwritten signature in black ink, appearing to read "Amy M. Head", written in a cursive style.





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ADVERTISEMENT FOR BIDS

Sealed bid proposals will be accepted for the following project:

**PROJECT NO.:** FTA Project Number: WA-0180-02  
TCF Project Number: 2013-006

**TITLE:** Jefferson Transit Authority  
Maintenance, Operations, & Administration Center

**AGENCY:** Jefferson Transit Authority

**PROJECT DESCRIPTION:** The Jefferson Transit Authority project will consist of the construction of a new facility to replace the existing bus depot on Sims Way in the City of Port Townsend. The new facility will be built on a 10.63 acre site located at 63 Four Corners Road in Port Townsend, WA 98368, specifically on the NE corner of the intersection of Four Corners Road and the State Route 20 in Jefferson County. The Project complex will consist of an approximately 13,000 sq. ft. maintenance, administration and operations building (Building A) and an approximately 1,200 sq. ft. canopied fuel island (Building B). There will also be an approximately 1,250 sq. ft. wash facility (Building C, a fabric structure) and a 170 sq. ft. Equipment Shed (Building D). Site work will include clearing and grubbing, installation of stormwater facilities, installation of public utilities (water and power), installation of franchise utilities, bus circulation area, staff and employee parking area, septic system, fencing, security system, landscaping and other hardscape features. The complex will be served by a single access from Four Corners Road. Major construction systems generally include, but are not limited to, steel, concrete, glued-laminated timber, unit aluminum storefront and window systems, metal siding, metal roofing, pre-engineered metal building systems, site clearing and grading, concrete paving, landscaping, commercial septic system, fueling system, on-site utilities systems, fencing and gates.

**ESTIMATED BASE BID COST RANGE:** \$4,000,000 to \$4,300,000

**SUBMITTAL TIME/DATE/LOCATION:**

**Thursday, March 20, 2014 at 3:00PM**  
**Jefferson Transit Authority**  
**Customer Service Desk**  
**1615 West Sims Way**  
**Port Townsend, WA 98368**

Public Bid Opening will commence at the same location. The Jefferson Transit Authority reserves the right to accept or reject any or all proposals and to waive informalities.

**BY:** Jefferson Transit Authority

**PREBID CONFERENCE:** There will be two (2) pre-bid conferences and they are scheduled for **10:00 AM on Wednesday February 26, 2014 and 2:00PM on Thursday February 27, 2014 at Jefferson Transit Authority 1615 West Sims Way Port Townsend, WA 98368.** All interested bidder contractors and subcontractors are invited to attend for a project presentation and information session and an optional visit to the proposed site.

**BID DOCUMENTS:** Plans, specifications, addenda, and plan holders list for this project will be available on-line through Builders Exchange of Washington, Inc. by going to [www.bxwa.com](http://www.bxwa.com). Click on “**Posted Projects**”, “**Public Works**”, “**Jefferson Transit Authority**”, “**Projects Bidding**”, and “**Project Bid Date**”. Bidders must “**Register as a Bidder**”, in order to receive automatic e-mail notification of future addenda and to be placed on the “**Bidders List**”. This service is provided free of charge to Prime Bidders, Subcontractors, and Vendors bidding this project. Please contact Builders Exchange of Washington at (425) 258-1303 should you require assistance.

BXWA is not the Public Records Officer for the Jefferson Transit Authority. Any requests for Public Records of the Jefferson Transit Authority should be directed to the Jefferson Transit Clerk of the Board, at 1615 W. Sims Way, Port Townsend, WA 98368, or by Phone at (360) 385-4777 ext. 108. A request form is also available at <http://jeffersontransit.com/>

**FEDERAL AID PROJECT:** This Project is funded through the Federal Transit Administration (FTA) funds. All FTA rules and regulations apply to this Project. Jefferson Transit Authority in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin and/or sex in consideration for an award.

**TECHNICAL QUESTIONS:** Please direct questions regarding this Project to Samantha Trone, P.E., Project Manager: e-mail: [strone@cityofpt.us](mailto:strone@cityofpt.us)

**BY:** Tammi Rubert, General Manager  
Jefferson Transit Authority

1 SECTION 001116 - INVITATION TO BID

2 1.1 **NOTICE TO BIDDERS:** Sealed bids will be received by Jefferson Transit Authority, Customer Service  
3 Desk, located at **1615 West Sims Way, Port Townsend, WA 98368 at 3:00 PM, Thursday, March 20,**  
4 **2014.** The official time clock will be the digital clock at the Customer Service Desk computer. The  
5 sealed envelope must be clearly marked with the Project name and number as it appears in the  
6 Advertisement to Bid, and the Bidder’s name and address.

7 1.2 **BID SUBMITTAL:** All bids shall be submitted on the prescribed forms in the manner stated in the  
8 Instructions to Bidders (Section 002113), and include all documents required in the Bidders’ Checklist  
9 (Section 003200).

10 1.3 **GENERAL PROJECT DESCRIPTION:** The Jefferson Transit Authority project will consist of the  
11 construction of a new facility to replace the existing bus depot on Sims Way in the City of Port Townsend.  
12 The new facility will be built on a 10.63 acre site located at 63 Four Corners Road in Port Townsend, WA  
13 98368, specifically on the NE corner of the intersection of Four Corners Road and the State Route 20 in  
14 Jefferson County. The Project complex will consist of an approximately 13,000 sq. ft. maintenance,  
15 administration and operations building (Building A) and an approximately 1,200 sq. ft. canopied fuel  
16 island (Building B). There will also be an approximately 1,250 sq. ft. wash facility (Building C, a fabric  
17 structure) and a 170 sq. ft. Equipment Shed (Building D).

18 Site work will includes clearing and grubbing, installation of stormwater facilities, installation of a public  
19 utilities (water and power), installation of franchise utilities, bus circulation area, staff and employee  
20 parking area, septic system, fencing, security system, landscaping and other hardscape features. The  
21 complex will be served by a single access from Four Corners Road. Major construction systems generally  
22 include, but are not limited to, steel, concrete, glued-laminated timber, unit aluminum storefront and  
23 window systems, metal siding, metal roofing, pre-engineered metal building systems, site clearing and  
24 grading, concrete paving, landscaping, commercial septic system, fueling system, on-site utilities systems,  
25 fencing and gates.

26 The estimated construction cost for the Base Bid Work is between \$4,000,000 to \$4,300,000.

27 1.4 **BIDDING DOCUMENTS:** Plans, specifications, addenda, and plan holders list for this project  
28 will be available on-line through Builders Exchange of Washington, Inc. by going to  
29 [www.bxwa.com](http://www.bxwa.com). Click on “**Posted Projects**”, “**Public Works**”, “**Jefferson Transit**  
30 **Authority**”, “**Projects Bidding**”, and “**Project Bid Date**”. Bidders must “**Register as a**  
31 **Bidder**”, in order to receive automatic e-mail notification of future addenda and to be placed  
32 on the “**Bidders List**”. This service is provided free of charge to Prime Bidders,  
33 Subcontractors, and Vendors bidding this project. Please contact Builders Exchange of  
34 Washington at (425) 258-1303 should you require assistance.

35 BXWA is not the Public Records Officer for the Jefferson Transit Authority. Any requests for Public  
36 Records of the Jefferson Transit Authority should be directed to the Jefferson Transit Clerk of the Board,  
37 at 1615 W. Sims Way, Port Townsend, WA 98368, or by Phone at (360) 385-4777 ext. 108. A request  
38 form is also available at <http://jeffersontransit.com/>

39 1.5 **BID SECURITY:** A certified check, a bank cashiers check, or a bid bond executed by a State licensed  
40 surety company made payable to Jefferson Transit Authority is required with each bid, in an amount equal  
41 to five percent (5%) of the Base Bid.

42 1.6 **PREVAILING RATE OF WAGE:** Pursuant to RCW 39.12, no worker, laborer, or mechanic employed  
43 in the performance of any part of this contract shall be paid less than the ‘prevailing rate of wage’ (in

1 effect as of the date the bids are due) as published by the State of Washington Department of Labor and  
2 Industries, and the United States Department of Labor Davis-Bacon Act.

3 1.7 **REJECTION OF BIDS:** Jefferson Transit Authority reserves the right to waive formalities and to reject  
4 any or all Bids for any reason and in particular to reject a bid not accompanied by any required bid  
5 security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

6 1.8 **PRE-BID CONFERENCE:** A pre-bid conference is scheduled for **10:00 AM on Wednesday February**  
7 **26, 2014 and 2:00PM on Thursday February 27, 2014 at Jefferson Transit Authority 1615 West**  
8 **Sims Way Port Townsend, WA 98368.** All interested bidder contractors and subcontractors are invited  
9 to attend for a project presentation and information session and an optional visit to the proposed site.

10 1.9 **TIME OF THE CONTRACT:** 345 Calendar Days, measured as 285 calendar days to Substantial  
11 Completion, plus 60 calendar days to Final Completion.

12 1.10 **FEDERAL AID PROJECT:** This Project is funded through the Federal Transit Administration  
13 (FTA). All FTA rules and regulations apply to this Project.

14 Jefferson Transit Authority in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42  
15 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation,  
16 subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the  
17 Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will  
18 affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged  
19 business enterprises will be afforded full opportunity to submit bids in response to this invitation and  
20 will not be discriminated against on the grounds of race, color, national origin and/or sex in  
21 consideration for an award.

22 By order of: Jefferson Transit Authority  
23 By: Tammi Rubert, General Manager  
24 Advertised in the Daily Journal of Commerce and Port Townsend Leader, (2/19/14 and 2/26/14).

25 END OF SECTION 001116

1 SECTION 002113 - INSTRUCTION TO BIDDERS

2 1.1 DEFINITIONS

- 3 A. All definitions set forth in the Contract for Construction or in other Contract Documents  
4 are applicable to the Bidding Documents.
- 5 B. "**Addenda**" are written or graphic instruments issued prior to the execution of the  
6 Contract which modify or interpret the Bidding Documents by additions, deletions,  
7 clarifications or corrections. The contents of Addenda are issued in no particular order  
8 and therefore should be carefully and completely reviewed. Addenda relating to  
9 administrative matters, such as, for example, the date or time of meetings or bid receipt,  
10 may be issued in writing by fax, mail or other delivery.
- 11 C. An "**Alternate Bid**" (or "**Alternate**") is an amount stated in the Bid to be added to  
12 ("Additive Alternate") or deducted from ("Deductive Alternate") the amount of the Base  
13 Bid if the corresponding change in the Work, as described in the Bidding Documents, is  
14 accepted.
- 15 D. "**Award**" means the formal decision by the Jefferson Transit Authority notifying a Bidder  
16 with the lowest responsive Bid of the Owner's acceptance of the Bid and intent to enter  
17 into a contract with the Bidder.
- 18 E. The "**Award Requirements**" include the following statutory requirements as a condition  
19 precedent to Award (RCW39.04.350). The lowest responsible Bidder shall:
- 20 1. At the time of bid submittal, have a certificate of registration in compliance with  
21 chapter 18.27 RCW;
- 22 2. Have a current state unified business identifier number;
- 23 3. If applicable, have industrial insurance coverage for the Bidder's employees working  
24 in Washington as required in Title 51 RCW;
- 25 4. Have an employment security department number as required in Title 50 RCW;
- 26 5. Have a state excise tax registration number as required in Title 82 RCW;
- 27 6. Not be disqualified from bidding on any public works contract under  
28 RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3)  
29 (prevailing wage violations);
- 30 7. If bidding on a public works project subject to the apprenticeship utilization  
31 requirements in RCW 39.04.320, not have been found out of compliance by  
32 Washington state apprenticeship and training council for working apprentice out of  
33 ratio, without appropriate supervision, or outside their approved work processes as  
34 outlined in their standards of apprenticeship under chapter 49.04 RCW for one-year  
35 period immediately preceding the date of the bid solicitation;
- 36 8. Until December 31, 2013, not have violated RCW 39.04.370 more than one time as  
37 determined by the department of labor and industries; and
- 38 9. Shall not currently be debarred or suspended by Federal government. The Bidder  
39 shall not be listed as having an "active exclusion" on the U.S. government's "System  
40 for Award Management" database ([www.sam.gov](http://www.sam.gov)).

- 1 F. The "**Base Bid**" is the sum stated in the Bid for which the Bidder offers to perform the  
2 Work described in the Bidding Documents as the base to which work may be added or  
3 from which work may be deleted for sums stated in Alternate Bids.
- 4 G. "**Bid**" is a complete and properly signed proposal to do the Work or designated portion  
5 thereof, submitted in accordance with the Bidding Documents, for the sums therein  
6 stipulated and supported by any data called for by the Bidding Documents.
- 7 H. The "**Bid Date**" is the day and hour(s) specified in the Bidding Documents, as may be  
8 changed through an Addendum, by which Bidders are required to submit Bids to the  
9 Owner.
- 10 I. The "**Bid Form**" is the form(s) that are included with the Bidding Documents through  
11 which a Bidder submits a Bid. The Bid Form may consist of several Parts that are  
12 submitted at different times.
- 13 J. "**Bidder**" is a person or entity who submits a Bid for a prime contract with the Owner for  
14 the Work described in the proposed Contract Documents.
- 15 K. The "**Bidding Documents**" include the Advertisement or Invitation to Bid, Instructions  
16 to Bidders, the Bid Form, any other sample bidding and contract forms, the Bid Bond,  
17 and the proposed Contract Documents, including any Addenda issued prior to receipt of  
18 bids.
- 19 L. The "**Contract Documents**" proposed for the Work consist of the written and executed  
20 Agreement Between Owner and Contractor, the General Conditions of the Contract (as  
21 well as any Supplemental, Special or other Conditions included in the Project Manual),  
22 any Drawings, any Specifications, and all Addenda issued prior to, and all modifications  
23 issued after, execution of the Contract. (see Section 1.03)
- 24 M. **JTA** is Jefferson Transit Authority, the "Owner."
- 25 N. To be considered "**Responsible**," a Bidder must meet the Award Requirements and the  
26 following supplemental criteria applicable to this Project (together, the "**Responsibility**  
27 **Criteria**") to the satisfaction of the Architect and the Owner. Refer to Section 1.5  
28 CONSIDERATION OF BIDS, Part C.3 Requirements for Award for mandatory and  
29 supplemental bidder criteria.  
30 1.
- 31 O. "**Sub-bidder**" is a person or entity who submits a bid to a Bidder for materials,  
32 equipment or labor for a portion of the Work.

## 33 1.2 **BIDDER'S REPRESENTATIONS**

34 By submitting its Bid, each Bidder represents that:

### 35 A. **BIDDING DOCUMENTS.**

- 36 1. The Bidder has read and understands the Bidding Documents, and its Bid is made in  
37 accordance with them.

- 1                   2. By signing the Proposal the Bidder will be deemed to have signed and agreed to the  
2 requirements of the Non Collusion Declaration. The Non Collusion Declaration can  
3 be reviewed under **Section 004115**.
- 4                   3. The Certification for Federal-Aid Contract is included in this project Bid package  
5 under **Section 007213** FTA Federal Contract Clauses and will be included in the  
6 contract document. Bidders must read and be aware of this declaration by signing the  
7 Bid Proposal. The Bidder, also by signing the Bid Proposal, agrees that the FTA  
8 Federal Contract Clauses language will be included in all lower tier subcontracts  
9 which exceed the thresholds as stated in the FTA Federal Contract Clauses document  
10 and that all such agreements shall be disclosed accordingly.
- 11                  4. By signing the Proposal the Bidder will be deemed to have signed and agreed to the  
12 requirements of the Suspension and Debarment Declaration. The Suspension and  
13 Debarment Declaration can be reviewed under **Section 004117**.
- 14                  5. By signing the Bid Proposal, the Bidder is aware and has read Jefferson Transit  
15 Authority's Title VI Non-Discrimination Assurances, **Section 004116**.
- 16

17                  B. POSSIBLE SELF-PERFORMED WORK REQUIREMENT.

- 18                   1. The Bidder will perform with its own forces any percentage of the Work required by  
19 the Bidding Documents or the Contract Documents.

20                  C. BASIS.

- 21                   1. Its Bid is based upon the materials, systems, services, and equipment required by the  
22 Bidding Documents, and is made without exception. A conditional or qualified bid  
23 will not be accepted.

24                  D. EXAMINATION.

- 25                   1. The Bidder has carefully examined and understands the Bidding Documents, the  
26 Contract Documents (including, without limitation, any liquidated damages and  
27 insurance provisions), and the Project site, it has familiarized itself with the local  
28 conditions under which the Work is to be performed and has correlated its  
29 observations with the requirements of the proposed Contract Documents and it has  
30 satisfied itself as to the nature, location, character, quality and quantity of the Work,  
31 the labor, materials, equipment, goods, supplies, work, services and other items to be  
32 furnished, and all other requirements of the Contract Documents.
- 33                   2. The Bidder has also satisfied itself as to the conditions and other matters that may be  
34 encountered at the Project site or affect performance of the Work or the cost or  
35 difficulty thereof, including but not limited to those conditions and matters affecting:  
36 transportation, access, disposal, handling and storage of materials, equipment and  
37 other items; availability and quality of labor, water, electric power and utilities;  
38 availability and condition of roads; climatic conditions and seasons; physical  
39 conditions at the Project site and the surrounding locality; topography and ground  
40 surface conditions; and equipment and facilities needed preliminary to and at all  
41 times during the performance of the Work.
- 42                   3. The failure of the Bidder fully to acquaint itself with any applicable condition or  
43 matter shall not in any way relieve the Bidder from the responsibility for performing  
44 the Work in accordance with, and for the Contract Sum and within the Contract  
45 Time provided for in, the Contract Documents.

- 1 E. PROJECT MANUAL.
- 2 1. The Bidder has checked its copies of the Project Manual with the Table of Contents  
3 bound therein to ensure the Project Manual is complete.
- 4 F. SEPARATE WORK.
- 5 1. The Bidder has examined and coordinated all Drawings, Contract Documents, and  
6 Specifications with any other contracts to be awarded separately from, but in  
7 connection with, the Work being bid upon, so that the Bidder is fully informed as to  
8 conditions affecting the Work being bid upon. See Section 011000 “SUMMARY”  
9 for a description of work under other contracts, if any.
- 10 G. LICENSE REQUIREMENTS.
- 11 1. Bidders and their proposed Subcontractors shall be registered and shall hold such  
12 licenses as may be required by the laws of Washington, including a certificate of  
13 registration under RCW 18.27, for the performance of the Work specified in the  
14 Contract Documents.

15 1.3 **BIDDING DOCUMENTS**

16 A. ELECTRONIC FILES

17 1. **On-Line Documents**

18 Plans, specifications, addenda, and plan holders list for this project will be available  
19 on-line through Builders Exchange of Washington, Inc. by going to [www.bxwa.com](http://www.bxwa.com).  
20 Click on “**Posted Projects**”, “**Public Works**”, “**Jefferson Transit Authority**”,  
21 “**Projects Bidding**”, and “**Project Bid Date**”. Bidders must “**Register as a Bidder**”, in  
22 order to receive automatic e-mail notification of future addenda and to be placed on the  
23 “**Bidders List**”. This service is provided free of charge to Prime Bidders, Subcontractors,  
24 and Vendors bidding this project. Please contact Builders Exchange of Washington at  
25 (425) 258-1303 should you require assistance.

26 BXWA is not the Public Records Officer for the Jefferson Transit Authority. Any  
27 requests for Public Records of the Jefferson Transit Authority should be directed to the  
28 Jefferson Transit Clerk of the Board, at 1615 W. Sims Way, Port Townsend, WA 98368,  
29 or by Phone at (360) 385-4777 ext. 108. A request form is also available at  
30 <http://jeffersontransit.com/>

- 31 2. **Complete sets.** Bidders shall use complete sets of Bidding Documents in preparing  
32 Bids and are solely responsible for utilizing established plan holder identification  
33 processes to obtain updated bid information; neither the Owner nor the Architect  
34 assumes any responsibility for errors or misinterpretations resulting from the use of  
35 incomplete and/or superseded sets of Bidding Documents.

36 B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 37 1. **Format.** The Contract Documents may be divided into parts, divisions, and sections  
38 for convenient organization and reference. Generally, there has been no attempt to

1 divide the Specification sections into Work performed by the various building  
2 trades, any Work by separate contractors, or any Work required for separate  
3 facilities in or phases of the Project.

- 4 2. Any omissions, discrepancies, or need for interpretation should be brought in  
5 writing to the attention of the following:

6  
7 Samantha Trone, P.E.  
8 Jefferson Transit Authority's Project Manager  
9 1615 W. Sims Way  
10 Port Townsend, WA 98368  
11 strone@cityofpt.us  
12

13 Written addenda to clarify questions, which should arise, will then be issued  
14 if appropriate. All interpretation or explanation of the bid contract documents shall  
15 be in the form of an addendum, and no oral statements Jefferson Transit Authority  
16 or any other officer, employee or other agent or representative of Jefferson Transit  
17 Authority shall in any way modify the contract or bid documents, whether made  
18 before or after letting the contract.  
19

- 20 3. **Verification and acknowledgment of receipt.** Prior to bidding, each Bidder shall  
21 ascertain that it has received all Addenda issued. Each Bidder shall acknowledge its  
22 receipt of all Addenda in its Bid.  
23 4. **Singular references.** Reference in the singular to an article, device, or piece of  
24 equipment shall include as many of such articles, devices, or pieces as are indicated  
25 in the Contract Documents or as are required to complete the installation.  
26 5. **Utilities and runs.** The Bidder should assume that the exact locations of any  
27 underground or hidden utilities, underground fuel tanks, and any plumbing and  
28 electrical runs may be somewhat different from any location indicated in the surveys  
29 or Contract Documents.

30 C. SUBSTITUTIONS

- 31 1. **Standard.** The materials, products, procedures and equipment described in the  
32 Bidding Documents establish a standard of required function, dimension,  
33 appearance, and quality that must be met by any proposed substitution.  
34 2. **Substitution procedure.** No substitution will be considered prior to receipt of Bids  
35 unless the Architect receives a written request for approval on the Owner's  
36 Substitution Request form for the Project, with all data requested on the form  
37 completed, at least seven (7) days prior to the date for receipt of Bids. Substitution  
38 requests for civil, landscape, structural, kitchen, mechanical and electrical products  
39 shall be sent directly to those consultants, with a copy of the substitution request sent  
40 to the Architect. Each such request shall be submitted with a Request for  
41 Substitution form identical to or equivalent in content to the form found in the  
42 Project Manual (see Section 012500) and shall include the name of the material or  
43 equipment proposed to be replaced and a complete description of the proposed  
44 substitution, including drawings, cut sheets, performance and test data, warranty  
45 information, and any other information necessary for an evaluation. A statement  
46 setting forth any changes in other materials, equipment or other Work that  
47 incorporation of the substitute would require shall be included. The proposer has the

1                   burden to prove the merit of the proposed substitute; by proposing the substitution,  
2                   the Bidder represents that it has personally investigated the proposed material or  
3                   product and determined that it is equal or better in all respects to that specified, that  
4                   the same or better warranty will be provided for the substitution, that complete cost  
5                   data, including all direct and indirect costs of any kind, has been presented, that the  
6                   substitution will not increase Contract Time, and that it will coordinate the  
7                   installation of the substitute if accepted and make all associated changes in the  
8                   Work. The Architect's decision to approve or disapprove a proposed substitution  
9                   shall be final. Written requests for approval shall constitute a guarantee by the  
10                  Bidder that the articles or materials are in all respects, including warranty and  
11                  installation, equal or superior to those specified, unless otherwise noted. To the  
12                  extent the proposed substitution will require additional services by the Architect or  
13                  its consultants after Bid award, the Bidder, if successful, will be required to pay the  
14                  Architect or its consultants for these services at their customary hourly rates.

- 15                  3. **Addendum.** If the Architect approves a proposed substitution prior to receipt of  
16                  Bids, the approval will be set forth in a written Addendum. Bidders shall not rely  
17                  upon approvals made in any other manner. Substitution request forms returned by  
18                  the Architect are a courtesy only, and Bidders/Sub-bidders shall rely solely on  
19                  substitution approvals listed in an Addenda.  
20                  4. **Post-bid substitutions.** After the Contract has been executed, the Owner and the  
21                  Architect may consider a written request for the substitution of material or products  
22                  in place of those specified in the Contract Documents only under exceptional  
23                  circumstances as specified therein.

24                  D.     ADDENDA

- 25                  1. **Written.** All Addenda(s) will be posted on Builder's Exchange. Refer to the  
26                  Section 1.3 BIDDING DOCUMENTS.  
27                  2. **Verification and acknowledgment of receipt.** Prior to bidding, each Bidder shall  
28                  ascertain that it has received all Addenda issued. Each Bidder shall acknowledge its  
29                  receipt of all Addenda in its Bid.

30                  1.4    **BIDDING PROCEDURE**

31                  A.     FORM AND STYLE OF BIDS

- 32                  1. **Form.** Bids (including any required attachments) shall be submitted on forms  
33                  identical to the form included with the Bidding Documents. No oral, email, or  
34                  telephonic responses or modifications will be considered.  
35                  2. **Entries on the Bid Form.** All blanks on the Bid Form shall be filled in by typeset  
36                  (typewriter or printer) or manually in ink.  
37                  3. **Words and figures.** Where so indicated by the makeup of the Bid Form, sums shall  
38                  be expressed in both words and figures; in case of discrepancy between the two, *the*  
39                  *amount written in figures shall govern and the words shall be used to determine any*  
40                  *ambiguities in the figures.* Portions of the Bid Form may require the addition of  
41                  component bids to a total or the identification of component amounts within a total.  
42                  In case of discrepancy between component amounts listed and their sum(s), the  
43                  component amounts listed (rather than the sum) shall govern.  
44                  4. **Initial changes.** Any interlineation, alteration or erasure should be initialed by an  
45                  authorized representative of the Bidder.

- 1                   5.    **Alternates.** All requested Alternates and unit prices, if applicable, should be bid.  
2                   The Owner reserves the right, but is not obligated, to reject any Bid on which all  
3                   requested Alternates are not bid. If no change in the Base Bid is required for an  
4                   Alternate, enter "*No Change.*" If there is no entry, it will be presumed that the  
5                   Bidder has made no offer to accomplish this Alternate. If it is not otherwise clear  
6                   from the Bid or nature of the Alternate, it will be presumed that the amount listed for  
7                   an Alternate is additive rather than deductive. The Alternates are listed in order of  
8                   the Owner's priority and will be selected in the order as funding is available. **No**  
9                   **conditions.** The Bidder shall make no conditions or stipulations on the Bid Form  
10                   nor qualify its Bid in any other manner.  
11                   6.    **Identity of Bidder.** The Bidder shall include in the specified location on the Bid  
12                   Form the legal name of the Bidder and, if requested, a description of the Bidder as a  
13                   sole proprietor, a partnership, a joint venture, a corporation, or another described  
14                   form of legal entity. The Bid shall be signed by the person or persons legally  
15                   authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have  
16                   a current power of attorney attached certifying the agent's authority to bind the  
17                   Bidder, and provide other information requested.  
18                   7.    **Bid amounts do not include sales tax.** The Bid shall include in the sum stated all  
19                   taxes imposed by law except Sales Tax. Jefferson Transit Authority received a Sales  
20                   Tax exemption for the Department of Revenue (DOR). The sales tax exemption is  
21                   only associated with the labor portion of the Work. All other applicable taxes for  
22                   materials must be paid in accordance with state law. The letter to DOR from JTA  
23                   and DOR's response letter are attached in **Section 003100 INFORMATION TO**  
24                   **BIDDERS.**  
25                   a.    The fuel island, wash facility and the circulation area are all 100% sales tax  
26                   exempt for labor only; and  
27                   b.    The staff/visitor parking and the maintenance, operations and administration  
28                   facility is allocated with the 82.1%/17.9% sales tax exempt ratio as stated in the  
29                   approval letter from DOR..  
30                   8.    **Bid breakdown.** The Bid Form may contain, for the Owner 's accounting purposes  
31                   only, a breakdown of some or all of the components included in the Base Bid.  
32                   9.    **Non-Collusion.** See Bid Form, **Section 004113.**

33                   B.    POTENTIAL LISTING OF SUBCONTRACTORS

- 34                   1.    **Procedure.** The Bid Form includes a requirement that certain Subcontractors be  
35                   identified on a list to be submitted to the Owner at the same location specified for  
36                   receipt of Bids within 1 hour of the Bid Submittal Deadline. In these circumstances,  
37                   the Bidder must name the Subcontractor with whom the Bidder, if awarded the  
38                   Contract, will subcontract *directly* (i.e., not lower-tier Subcontractors) for  
39                   performance of the work. The Contractor shall submit the information below on the  
40                   form provided in **Section 004114 SUBCONTRACTOR LIST**  
41                   a.    HVAC (heating, ventilation and air conditioning),  
42                   b.    Plumbing as described in RCW 18.106,  
43                   c.    Electrical work as described in RCW 19.28, and  
44                   d.    Pre-Engineered Metal Building Manufacture and Erector

- 1 e. Any other categories of Work listed on the Subcontractor listing form or the  
2 Bid Form.
- 3 SELF-PERFORMANCE: If the Bidder intends to self-perform any of these  
4 categories of Work, it must name itself for each such category of Work.
- 5 NON-PERFORMANCE. If the Bidder does not identify a Subcontractor or  
6 itself for any category of Work, the Bidder will indicate that it does not believe  
7 that a category of Work is applicable to the Project.
- 8 MULTIPLE ENTRIES: The Bidder shall not list more than one (1) entity for a  
9 particular category of Work identified, unless a Subcontractor varies with an  
10 Alternate Bid, in which case the Bidder shall identify the Subcontractor to be  
11 used for the Alternate and the affected portion of the Work and otherwise make  
12 its Bid clear as to which subcontractor shall be utilized depending upon the  
13 selection of alternates.
- 14 MULTIPLE SUBMITTAL TIMES. In the event the Bidding Documents call  
15 for a second submittal time for receipt of alternate bids, and no additional  
16 Subcontractors are listed with such alternate bids, the Owner will consider that  
17 there is no change in the Subcontractors from those listed with the base Bid.
- 18 2. **Failure to Submit.** In accordance with RCW 39.30.060, failure of a Bidder to  
19 submit as part of the Bid the names of such proposed heating, ventilation and air  
20 conditioning, plumbing, and electrical Subcontractors or to name itself to perform  
21 such Work or the naming of two or more Subcontractors to perform the same Work  
22 shall render the Bidder's Bid nonresponsive and, therefore, void.
- 23 3. **Requirement to Subcontract.** The Bidder, if awarded the Contract, will  
24 subcontract with the listed Subcontractor for performance of the portion of the Work  
25 designated on the Form of Proposal, subject to the provisions of the Contract for  
26 Construction and RCW 39.30.060. The Bidder shall not substitute a listed  
27 Subcontractor in furtherance of bid shopping or bid peddling.
- 28 4. **Replacement.** If a listed Subcontractor is unable to comply with any bond ability,  
29 qualification, or other requirements of the Contract or Bidding Documents  
30 (including without limitation a finding of Subcontractor non-responsibility), the  
31 Owner may require the Bidder to replace the Subcontractor with a Subcontractor  
32 acceptable to the Owner at no change in the Contract Sum or Contract Time.
- 33 5. **Subcontractor Standards.** All listed Subcontractors may be required to provide  
34 evidence of their qualifications prior to Notice of Award, or at any time during the  
35 Contract Time. This evidence shall demonstrate that the Subcontractor meets or  
36 exceeds all requirements for experience, qualifications, manufacturer's  
37 certifications, or any other requirements specified in any of the technical sections of  
38 the Specifications for which the Subcontractor proposes to perform Work, and shall  
39 be fully completed and submitted on the form for Subcontractor Qualification,  
40 including specialized certification, licensing, and/or performance bonding where  
41 specified.

1 C. BID SECURITY

- 2 1. **Purpose and Procedure.** Each Bid shall be accompanied by a bid security payable  
3 to **Jefferson Transit Authority** in the form required in the Bidding Documents and  
4 equal to five percent (5%) of the Base Bid only (e.g., not including any Alternates).  
5 The bid security constitutes a pledge that the Bidder will enter into the Contract with  
6 the Owner in the form provided, in a timely manner, and on the terms stated in its  
7 Bid and will furnish in a timely manner the payment and performance bonds,  
8 certificates of insurance, Contractor's Construction Schedule, and all other  
9 documents required in the Contract Documents. Should the Bidder fail or refuse to  
10 enter into the Contract or fail to furnish such documents, the amount of the bid  
11 security shall be forfeited to the Owner as liquidated damages, not as a penalty. By  
12 submitting its Bid and bid security, the Bidder agrees that any forfeiture is a  
13 reasonable prediction at the time of Bid submittal of future damages to the Owner.
- 14 2. **Form.** The bid security shall be in the form of a certified or bank cashier's check  
15 payable to **Jefferson Transit Authority** or a bid bond executed by a bonding  
16 company acceptable to the Owner and licensed in the State of Washington on the  
17 form included with the Bidding Documents or on an acceptable and equivalent form.  
18 The Attorney-in-Fact who executes the bond on behalf of the surety shall be licensed  
19 to do business in the State of Washington and shall affix to the bond a certified and  
20 current copy of his/her Power of Attorney.
- 21 3. **Retaining Bid Security.** The Owner will have the right to retain the bid security of  
22 Bidders to whom an award is being considered until the earliest of either (a) the  
23 Contract has been executed, and payment and performance bonds have been  
24 furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or  
25 (c) all Bids have been rejected.
- 26 4. **Return of Bid Security.** Within forty-five (45) days after the Bid Date, the Owner  
27 will release or return bid securities to Bidders who's Bids are not to be further  
28 considered in awarding the Contract. Bid securities of the three apparent low  
29 Bidders will be held until the Contract has been finally executed, after which all  
30 unforfeited bid securities will be returned.

31 D. SUBMISSION OF BIDS

- 32 1. **Procedure.** The Bid, the bid security, and any other documents required to be  
33 submitted with the Bid shall be enclosed in a sealed opaque envelope within the time  
34 established by the Advertisement for Bids. The envelope shall be addressed to the  
35 party specified in the Advertisement or Invitation to Bidders and shall be identified  
36 with the Project name, and the Bidder's name and address. If the Bid is sent by mail  
37 the sealed envelope shall be enclosed in a separate mailing envelope with the  
38 notation "*SEALED BID ENCLOSED*" on the face thereof.
- 39 2. **Deposit.** Bids shall be deposited at the designated location prior to the time and date  
40 for receipt of Bids indicated in the Advertisement or Invitation to Bid, or any  
41 extension thereof made by Addendum. Bids received after the time and date for  
42 receipt of Bids may be returned unopened at the discretion of the Owner.
- 43 3. **Responsibility.** The Bidder assumes full responsibility for timely delivery at the  
44 location designated for receipt of Bids.
- 45 4. **Form.** Oral, fax, telephonic, email, electronic, or telegraphic Bids are invalid and  
46 will not be considered.

1 E. MODIFICATION OR WITHDRAWAL OF BID

- 2 1. **After Bid Date.** A Bid may not be modified, withdrawn or canceled by the Bidder  
3 during a forty-five (45) day period following the time and date designated for the  
4 receipt of Bids, and each Bidder so agrees by virtue of submitting its Bid.  
5 2. **Before Bid Date.** Prior to the time and date designated for receipt of Bids, any Bid  
6 submitted may be modified or withdrawn only by notice to the party receiving Bids  
7 at the place designated for receipt of Bids. The notice shall be in writing over the  
8 signature of the Bidder or by telegram or fax; if by telegram or fax, written  
9 confirmation over the signature of the Bidder shall be mailed and postmarked on or  
10 before the date and time set for receipt of Bids. The notice shall be worded so as not  
11 to reveal the amount of the original Bid. E-Mail notice will not be considered. It  
12 shall be the Bidder's sole responsibility to verify that the notice has been received by  
13 the Owner in time to be withdrawn before the Bid opening.  
14 3. **Resubmittal.** Withdrawn Bids may be resubmitted up to the time designated for the  
15 receipt of Bids provided that they are then fully in conformance with these  
16 Instructions to Bidders.  
17 4. **Bid security with resubmission.** Bid security shall be in an amount sufficient for  
18 the Bid as modified or resubmitted.

19 F. NOTICE

- 20 1. Notice or a request from a Bidder under these Instructions to Bidders must be in  
21 writing with the signature of the Bidder and delivered in person or by mail, express  
22 delivery, or fax. If the notice is by or fax, written confirmation with the signature of  
23 the Bidder must be mailed and postmarked on or before the date and time set for the  
24 notice.

25 1.5 CONSIDERATION OF BIDS

26 A. OPENING OF BIDS: Unless stated otherwise in the Advertisement or Invitation to Bid  
27 or any Addendum thereof, the properly identified Bids received on time will be opened  
28 publicly and will be read aloud. An abstract of the Base Bids and Alternate Bids, if any,  
29 will be made available to Bidders and other interested parties.

30 B. REJECTION OF BIDS: The Owner shall have the right but not the obligation to reject  
31 any or all Bids for any reason or for no reason, to reject a Bid not accompanied by  
32 required Bid security or by other material or data required by the Bidding Documents, or  
33 to reject a Bid which is in any way incomplete or irregular.

34 C. ACCEPTANCE OF BID (AWARD)

- 35 1. **Owner.** The Owner intends (but is not bound) to award a Contract to the lowest  
36 Responsible and responsive Bidder, provided the Bid has been submitted in  
37 accordance with the requirements of the Bidding Documents and does not exceed  
38 the funds available. Award will be made on the basis of the Base Bid. The Owner  
39 has the right to waive any informality or irregularity in any Bid(s) received and to  
40 accept the Bid which, in its judgment, is in its own best interests.  
41 2. **Alternates.** The Owner shall have the right to add Alternates in the priority order  
42 listed in the Bid Documents. The Alternates will be selected in the preset numerical

1 order until the Jefferson Transit budget is reached. Failure to submit a Bid on all  
2 Alternates may, at the Owner’s discretion, be cause for rejecting the entire Bid.

3 3. **Requirements for Award.** Before the Award, the lowest responsive Bidder shall:

4 a. At the time of bid submittal, have a certificate of registration in compliance  
5 with chapter 18.27 RCW;

6 b. Have a current state unified business identifier number;

7 c. If applicable, have industrial insurance coverage for the Bidder's employees  
8 working in Washington as required in Title 51 RCW;

9 d. Have an employment security department number as required in Title 50 RCW;

10 e. Have a state excise tax registration number as required in Title 82 RCW;

11 f. Not be disqualified from bidding on any public works contract under  
12 RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3)  
13 (prevailing wage violations);

14 g. If bidding on a public works project subject to the apprenticeship utilization  
15 requirements in RCW 39.04.320, not have been found out of compliance by  
16 Washington state apprenticeship and training council for working apprentice  
17 out of ratio, without appropriate supervision, or outside their approved work  
18 processes as outlined in their standards of apprenticeship under chapter 49.04  
19 RCW for one-year period immediately preceding the date of the bid  
20 solicitation;

21 h. Until December 31, 2013, not have violated RCW 39.04.370 more than one  
22 time as determined by the department of labor and industries; and

23 i. Shall not currently be debarred or suspended by Federal government.

24 Documentation: The Bidder shall not be listed as having an “active exclusion”  
25 on the U.S. government’s “System for Award Management” database  
26 ([www.sam.gov](http://www.sam.gov)).

27 j. The Bidder shall not owe delinquent taxes to the Washington State Department  
28 of Revenue without a payment plan approved by the Department of Revenue.

29 Documentation: The Bidder shall not be listed on the Washington State  
30 Department of Revenue’s “Delinquent Taxpayer List” website:

31 <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx> , or if they are  
32 so listed, they must submit a written payment plan approved by the Department  
33 of Revenue, to the Contracting Agency by the deadline listed below.

34  
35 k. The Bidder’s standard subcontract form shall include the subcontractor  
36 responsibility language required by RCW 39.06.020, and the Bidder shall have  
37 an established procedure which it utilizes to validate the responsibility of each  
38 of its subcontractors. The Bidder’s subcontract form shall also include a  
39 requirement that each of its subcontractors shall have and document a similar  
40 procedure to determine whether the sub-tier subcontractors with whom it  
41 contracts are also “responsible” subcontractors as defined by RCW 39.06.020.

42 Documentation: The Bidder, if and when required as detailed below, shall  
43 submit a copy of its standard subcontract form for review by the Contracting  
44 Agency, and a written description of its procedure for validating the  
45 responsibility of subcontractors with which it contracts.

46  
47 l. The Bidder shall not have a record of prevailing wage violations as determined  
48 by WA Labor & Industries in the five years prior to the bid submittal date, that

- 1 demonstrates a pattern of failing to pay workers prevailing wages, unless there  
2 are extenuating circumstances and such circumstances are deemed acceptable to  
3 the Contracting Agency.  
4 Documentation: The Bidder, if and when required as detailed below, shall  
5 submit a list of all prevailing wage violations in the five years prior to the bid  
6 submittal date, along with an explanation of each violation and how it was  
7 resolved. The Contracting Agency will evaluate these explanations and the  
8 resolution of each complaint to determine whether the violation demonstrate a  
9 pattern of failing to pay its workers prevailing wages as required.  
10
- 11 m. The Bidder shall not have a record of excessive claims filed against the  
12 retainage or payment bonds for public works projects in the three years prior to  
13 the bid submittal date, that demonstrate a lack of effective management by the  
14 Bidder of making timely and appropriate payments to its subcontractors,  
15 suppliers, and workers, unless there are extenuating circumstances and such  
16 circumstances are deemed acceptable to the Contracting Agency.  
17 Documentation: The Bidder, if and when required as detailed below, shall  
18 submit a list of the public works projects completed in the three years prior to  
19 the bid submittal date that have had claims against retainage and bonds and  
20 include for each project the following information:  
21
- 22 (1.) Name of project;
  - 23 (2.) The owner and contact information for the owner;
  - 24 (3.) A list of claims filed against the retainage and/or payment bond for any  
25 of the projects listed;
  - 26 (4.) A written explanation of the circumstances surrounding each claim and  
27 the ultimate resolution of the claim.
- 28
- 29 n. The Bidder and/or its owners shall not have been convicted of a crime  
30 involving bidding on a public works contract in the five years prior to the bid  
31 submittal date.  
32 Documentation: The Bidder, if and when required as detailed below, shall sign  
33 a statement (on a form to be provided by the Contracting Agency) that the  
34 Bidder and/or its owners have not been convicted of a crime involving bidding  
35 on a public works contract.  
36
- 37 o. The Bidder shall not have had any public works contract terminated for cause  
38 or terminated for default by a government agency in the five years prior to the  
39 bid submittal date, unless there are extenuating circumstances and such  
40 circumstances are deemed acceptable to the Contracting Agency.  
41 Documentation: The Bidder, if and when required as detailed below, shall sign  
42 a statement (on a form to be provided by the Contracting Agency) that the  
43 Bidder has not had any public works contract terminated for cause or  
44 terminated for default by a government agency in the five years prior to the bid  
45 submittal date; or if Bidder was terminated, describe the circumstances.  
46
- 47 p. The Bidder shall not have lawsuits with judgments entered against the Bidder in  
48 the five years prior to the bid submittal date that demonstrate a pattern of failing  
49 to meet the terms of contracts, unless there are extenuating circumstances and  
50 such circumstances are deemed acceptable to the Contracting Agency.

1                    **Documentation:** The Bidder, if and when required as detailed below, shall sign  
2 a statement (on a form to be provided by the Contracting Agency) that the Bidder  
3 has not had any lawsuits with judgments entered against the Bidder in the five  
4 years prior to the bid submittal date that demonstrate a pattern of failing to meet  
5 the terms of contracts, or shall submit a list of all lawsuits with judgments  
6 entered against the Bidder in the five years prior to the bid submittal date, along  
7 with a written explanation of the circumstances surrounding each such lawsuit.  
8 The Contracting Agency shall evaluate these explanations to determine whether  
9 the lawsuits demonstrate a pattern of failing to meet of terms of construction  
10 related contracts.

- 11
- 12                    q. The quality of performance of previous contracts, including demonstration of  
13 successful completion of projects of similar scope and complexity in the last  
14 three (3) years and the designated Project Manager and superintendent shall  
15 have a minimum of three (3) years of successful experience in project  
16 management and scheduling of projects of similar scope and complexity; and  
17 **Documentation:** The Bidder shall fill out and submit the Reference sheet in  
18 **Section 004512.** The Owner shall check the listed reference or other references  
19 and if 50% or more of the references are poor due to performance, schedule,  
20 administrative paperwork, the Owner will contact the Contractor to discuss the  
21 circumstances of the poor referneces, but reserves the right to consider the  
22 Contractor as non-responsive.

23

24                    As evidence that the Bidder meets the mandatory and supplemental responsibility criteria stated  
25 above, the apparent two lowest Bidders must submit to the Contracting Agency by 12:00 P.M.  
26 (noon) of the second business day following the bid submittal deadline, a written statement  
27 verifying that the Bidder meets all of the mandatory and supplemental criteria together with  
28 supporting documentation including but not limited to that detailed above (sufficient in the sole  
29 judgment of the Contracting Agency) demonstrating compliance with all mandatory and  
30 supplemental responsibility criteria. The Contracting Agency reserves the right to request such  
31 documentation from other Bidders as well, and to request further documentation as needed to  
32 assess Bidder responsibility. The Contracting Agency also reserves the right to obtain  
33 information from third-parties and independent sources of information concerning a Bidder's  
34 compliance with the mandatory and supplemental criteria, and to use that information in their  
35 evaluation. The Contracting Agency may (but is not required to) consider mitigating factors in  
36 determining whether the Bidder complies with the requirements of the supplemental criteria.

37

38                    The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria  
39 shall include any documents or facts obtained by Contracting Agency (whether from the Bidder  
40 or third parties) including but not limited to: (i) financial, historical, or operational data from the  
41 Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the  
42 Bidder has worked, or other public agencies or private enterprises; and (iii) any additional  
43 information obtained by the Contracting Agency which is believed to be relevant to the matter.

44

45                    If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria  
46 above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder  
47 in writing, with the reasons for its determination. If the Bidder disagrees with this  
48 determination, it may appeal the determination within two (2) business days of the Contracting  
49 Agency's determination by presenting its appeal and any additional information to the  
50 Contracting Agency. The Contracting Agency will consider the appeal and any additional  
51 information before issuing its final determination. If the final determination affirms that the

1 Bidder is not responsible, the Contracting Agency will not execute a contract with any other  
2 Bidder until at least two business days after the Bidder determined to be not responsible has  
3 received the Contracting Agency's final determination.  
4

5 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with  
6 concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility  
7 Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such  
8 requests shall be in writing, describe the nature of the concerns, and propose specific  
9 modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no  
10 later than five (5) business days prior to the bid submittal deadline and address the request to the  
11 Project Engineer or such other person designated by the Contracting Agency in the Bid  
12 Documents.

13 **D. BID PROTEST PROCEDURES**

- 14 1. **Procedure.** A Bidder protesting for any reason the Bidding Documents, a bidding  
15 procedure, the Owner's objection to the Bidder or a person or entity proposed by the  
16 Bidder, including but not limited to a finding of non-responsibility, the award of the  
17 Contract or any other aspect arising from or relating in any way to the bidding shall  
18 cause a written protest to be filed with the Owner within two (2) business days of the  
19 event giving rise to the protest and, in any event, no later than two (2) business days  
20 after the date upon which Bids are opened. (Intermediate Saturdays, Sundays, and  
21 legal holidays are not counted.) The written protest shall include the name of the  
22 protesting Bidder, a detailed description of the specific factual and legal grounds for  
23 the protest, copies of all supporting documents, and the specific relief requested.  
24 The written protest shall be delivered to:

**Jefferson Transit Authority**  
**Attn: Samantha Trone, P.E., Project Manager**  
**1615 West Sims Way**  
**Port Townsend, WA 98368**

- 25 2. **Consideration.** Upon receipt of the written protest, the Owner will consider the  
26 protest. The Owner may, within three (3) business days of the Owner's receipt of  
27 the protest, provide any other affected Bidder(s) the opportunity to respond in  
28 writing to the protest. If the protest is not resolved by mutual agreement of the  
29 protesting Bidder and the Owner, the Superintendent of the Owner or his or her  
30 designee will review the issues and promptly furnish a final and binding written  
31 decision to the protesting Bidder and any other affected Bidder(s) within six (6)  
32 business days of the Owner's receipt of the protest. (If more than one (1) protest is  
33 filed, the Owner's decision will be provided within six (6) business days of the  
34 Owner's receipt of the last protest.) If no reply is received from the Owner during  
35 the six (6) business-day period, the protest shall be deemed rejected.  
36 3. **Waiver.** Failure to comply with these protest procedures will render a protest  
37 waived.  
38 4. **Condition precedent.** Timely and proper compliance with and exhaustion of these  
39 protest procedures shall be a condition precedent to any otherwise permissible  
40 judicial consideration of a protest.

1       **1.6 POST BID INFORMATION**

2           A. INFORMATION FROM APPARENT LOW BIDDER

3           1. **Submittal.** Within two (2) days of the Bid Date, the apparent low Bidder shall  
4           submit to the Owner:

- 5           a. additional information regarding the use of their own forces, the use of
- 6           subcontractors and suppliers;
- 7           b. A completed Acceptance Criteria Bid Form in **Section 004121**; References
- 8           Form per **Section 004512 REFERENCES**);
- 9           c. a letter or form from the Bidder's insurance company stating that the insurance
- 10           required by the Contract Documents will become effective upon execution of
- 11           the Contract;
- 12           d. a letter or form from the Bidder's surety stating that the bond(s) required by the
- 13           Contract Documents will become effective upon execution of the Contract;
- 14           e. a detailed breakdown of the Bid in a form acceptable to the Owner;
- 15           f. the names of the persons or entities (including a designation of the Work to be
- 16           performed with the Contractor's own forces, and the names of those who are to
- 17           furnish materials or equipment fabricated to a special design) proposed for each
- 18           of the principal portions of the Work; and
- 19           g. the proprietary names and the suppliers of the principal items or systems of
- 20           materials and equipment proposed for the Work. Failure to provide such
- 21           information in a timely manner may constitute an event of breach permitting
- 22           forfeiture of the Bid security.

23           2. **Responsibility.** The Bidder will be required to establish to the satisfaction of the  
24           Architect and the Owner the reliability and responsibility of the persons or entities  
25           proposed to furnish and perform the Work described in the Bidding Documents as  
26           well as qualifications set forth in the Sections of the Project Manual pertaining to  
27           such proposed Subcontractor's respective trades. The responsibility of the Bidder  
28           may be judged in part by the responsibility of these proposed entities. The following  
29           will be considered:

- 30           a. Whether the Bidder can perform the contract within the time specified;
- 31           b. The quality of performance of previous contracts;
- 32           c. The previous and existing compliance by the Bidder with laws relating to the
- 33           contract; and
- 34           d. Such other information as may be secured having a bearing on the decision to
- 35           award the contract.

36           3. **Consideration.** In considering a Bidder's responsibility, a Bidder shall be deemed  
37           to be unqualified to perform the Contract if, after review and verification of the  
38           representations included upon the Contractor's Qualification Statement submitted by  
39           the Bidder, conditions such as, but not limited to, the following appear:

- 40           a. The Bidder does not have sufficient prior experience (or an acceptable
- 41           substitute thereof, as described below) with projects of a similar nature in
- 42           technical, managerial, and financial requirements to that in the present Work
- 43           being bid. In addition to such established contractors, a newly established
- 44           contractor may be considered qualified if it has shown on the Contractor's

- 1 Qualification Statement that it is staffed with sufficient technical, managerial,  
2 and financial personnel with prior experience in the nature of construction for  
3 which the Bids are invited.
- 4 b. The Bidder does not have sufficient capability to undertake the obligations of  
5 the Contract. A determination will be made when the Owner 's review of the  
6 probable cash flow needs of the Bidder for this Project (including payroll, cost  
7 of material and supplies, equipment rental costs, and any other direct or  
8 incidental costs of the Contract), concludes that the Bidder does not have  
9 sufficient financial resources to enable it to satisfy its financial obligations  
10 under the Contract.
- 11 c. The Bidder has submitted unrealistic unit prices as determined by other bidders'  
12 unit prices for this Project.
- 13 d. The Bidder does not have sufficient staff, equipment, or plant available to  
14 perform the Contract. The Owner’s determination in this matter will be based  
15 upon that represented by Bidder in the Contractor's Qualification Statement.
- 16 e. The Bidder has a history of unsatisfactory performance of contracts of this or  
17 similar nature, regardless of whether such contracts existed between the Owner  
18 and the Bidder, or other parties and the Contractor.
- 19 (1.) A determination’s of this nature will be made if the Owner, after review  
20 of the Bidder previous work experience, determines that the Bidder’s  
21 unsatisfactory performance has resulted predominantly from the Bidder's  
22 failure rather than a failure to perform by another party. The Owner will  
23 give the Contractor an opportunity to explain such nonperformance’s  
24 before any final determination is reached.
- 25 (2.) A determination of failure to perform will be made if the Owner is  
26 satisfied after review of the Bidder’s prior experience, that the Bidder has  
27 repeatedly failed to satisfy its obligations under past contracts and the  
28 Owner cannot reasonably assume satisfactory performance of the  
29 Contract by the Bidder.
- 30 (3.) In reaching its determination, the Owner may consider statements of  
31 other parties to the prior unperformed contracts, as well as the  
32 representations of the Bidder on its Contractor's Qualification Statement.
- 33 4. **Subcontractors.** The Responsibility of the Bidder may be judged in part by the  
34 Responsibility of its Subcontractors. Bidders must verify the Responsibility Criteria  
35 for each first-tier Subcontractor. A Subcontractor of any tier that hires other  
36 Subcontractors must verify Responsibility Criteria for each of its lower-tier  
37 Subcontractors. Verification shall include a representation that each Subcontractor,  
38 at the time of subcontract execution, meets the Responsibility Criteria, and possesses  
39 an electrical contractor license, if required by RCW 19.28.
- 40 5. **Request to Modify Responsibility Criteria.** No later than ten (10) days prior to the  
41 Bid Date, a potential Bidder may request in writing that the Owner modify the  
42 responsibility criteria listed above, in Section 1.01 or elsewhere in the bidding  
43 documents. The Owner will evaluate the information submitted by the potential  
44 Bidder and respond before the Bid Date. If the evaluation results in a change of the  
45 criteria, the Owner will issue an Addendum identifying the new criteria.
- 46 6. **Objection.** Prior to the Award of the Contract, the Owner will notify the Bidder in  
47 writing if either the Owner or the Architect, after due investigation, has reasonable

1 objection to the Bidder or a person or entity proposed by the Bidder, and the Owner  
2 will provide the reasons for the determination. The Bidder may appeal the  
3 determination within two (2) business days of its receipt of the objection by  
4 presenting additional information to the Owner, and the Owner will consider the  
5 additional information before issuing its final determination. The Bidder may, after  
6 the Owner 's objection or determination, and at Bidder's option, (1) withdraw the  
7 Bid, (2) submit an acceptable substitute person or entity with no change in the  
8 Contract Time and no adjustment in the Base Bid or any Alternate Bid, even if there  
9 is a cost to the Bidder occasioned by the substitution, or (3) appeal by filing a protest  
10 in accordance with paragraph 1.5 D. In the event of withdrawal, bid security will  
11 not be forfeited.

12 7. **Change.** Persons and entities proposed by the Bidder and to whom the Owner or  
13 the Architect have made no reasonable objection must be used on the Work for  
14 which they were proposed and shall not be changed except with the written consent  
15 of the Owner and the Architect.

16 8. **Right to Terminate.** The Bidder's representations concerning its qualifications will  
17 be construed as a covenant under the Contract. Should it appear that the Bidder has  
18 made a material misrepresentation on its References or other Supplemental Bidder  
19 Criteria, the Owner shall have the right to terminate the Contract for Contractor's  
20 breach, and the Owner may then pursue such remedies as exist elsewhere under this  
21 Contract, or as otherwise are provided at law or equity.

22 B. **INFORMATION FROM OTHER BIDDERS:** All other Bidders designated by the  
23 Owner as under consideration for award of a Contract shall also provide a properly  
24 executed Contractor's Qualification Statement, if so requested by the Owner.

25 C. **BIDDING MISTAKES:** The Owner will not be obligated to consider notice of claimed  
26 bidding mistakes received more than three (3) business days after the bid opening. In  
27 accordance with Washington law, a low bidder that claims error and fails to enter into the  
28 Contract is prohibited from bidding on the Project if a subsequent call for bids is made  
29 for the Project.

30 **1.7 PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT AND**  
31 **MAINTENANCE BOND**

32 A. **BOND REQUIREMENTS:** Within ten (10) days after the issuance of the Owner's notice  
33 of intent to award the Contract, and prior to the date of execution of the Contract, the  
34 Bidder shall furnish evidence satisfactory to the Owner of its ability to obtain statutory  
35 bonds pursuant to RCW 39.08 covering the faithful performance of the Contract and the  
36 payment of all obligations arising thereunder in the form and amount prescribed in the  
37 Contract Documents. The cost of such bonds shall be included 100% of the Base Bid  
38 plus Alternative(s) added.

39 B. **TIME OF DELIVERY AND FORM OF BONDS:** The Bidder shall deliver the required  
40 bonds to the Owner within seven (7) days after the date of execution of the Contract and  
41 prior to commencing operations at the site.

42 C. **TIME OF DELIVERY AND FORM OF BONDS.** The Bidder shall deliver the bonds  
43 and other items required by the Contract Documents to the Owner pursuant to the

1 Contract Documents. The bonds shall be written in the form approved by the Owner for  
2 public work, as required by RCW 39.08. The bonds shall be written by a surety firm  
3 licensed to do business in the State of Washington. The Bidder shall require the  
4 Attorney-in-Fact who executes the required bonds on behalf of the surety to affix thereto  
5 a certified and current copy of his/her Power of Attorney.

- 6 D. MAINTENANCE BOND: The Work furnished must be of first quality and the  
7 workmanship must be the best obtainable in the various trades. The Work must be of  
8 safe, substantial and durable construction in all respects. The Contractor hereby  
9 guarantees the Work against defective materials or faulty workmanship for a period of  
10 one (1) year after Final Payment by Owner and shall replace or repair any defective  
11 materials or equipment or faulty workmanship during the period of the guarantee at no  
12 cost to the Owner. As additional security for these guarantees, the Contractor shall, prior  
13 to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in a  
14 form acceptable to Jefferson Transit Authority written by the same corporate surety that  
15 provides the Performance Bond and Labor and Material Payment Bond for this Contract.  
16 The Maintenance Bond shall secure the Contractor's obligation to replace or repair  
17 defective materials and faulty workmanship for a minimum period of one (1) year after  
18 Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT  
19 (100%) of the CONTRACT SUM, as adjusted (if at all).

## 20 **1.8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

- 21 A. FORM TO BE USED: The Agreement for the Work will be written on the form(s)  
22 contained in the Bidding Documents, including any General, Supplemental or Special  
23 Conditions, and the other Contract Documents included with the Project Manual.
- 24 B. CONFLICTS: In case of conflict between the provisions of these Instructions and any  
25 other Bidding Document, these Instructions shall govern. In case of conflict between the  
26 provisions of the Bidding Documents and the Contract Documents, the Contract  
27 Documents shall govern.

## 28 **1.9 CONTRACT DOCUMENTS**

This Section contains descriptions of some but not all of the provisions of the Contract Documents.

- 29 A. CONTRACT TIME: The Contract Documents specify the Contract Time. Timely  
30 completion of this Project is essential to the Owner.
- 31 B. RETAINAGE: The Contract Documents specify the statutory retainage requirements of  
32 RCW 60.28.011 for this Project.
- 33 C. PREVAILING WAGES: The Contract Documents contain requirements regarding the  
34 payment of prevailing wages pursuant to RCW 39.12. Since the project is funded  
35 through the Federal Transit Administration (FTA), the Davis-Bacon and Copeland Acts  
36 apply to the construction contracts and subcontracts as codified at 40 USC 3142(a) and  
37 29CFR 5.5(a).
- 38 D. WRITTEN CLAIMS AND NOTICE: The Contract Documents contain a number of  
39 provisions that require the Contractor to provide notice of Claims and to make and

1 support Claims, in writing, within a specified time in order to maintain the Claim. The  
2 Owner is under no obligation to consider Claims that fail, in any respect, to meet these  
3 requirements.

4 E. CHANGES IN CONTRACT SUM: The Contract Documents contain provisions  
5 specifying requirements for and pricing of changes in the Contract Sum.

6 F. DISPUTE RESOLUTION: The Contract Documents contain provisions replacing the  
7 arbitration provisions of the form General Conditions with an alternative dispute  
8 resolution procedure which, among other things, requires non-binding mediation of all  
9 disputes.

10 CONTRACTOR REGISTRATION: Pursuant to RCW 39.06, the Bidder shall be  
11 registered or licensed as required by the laws of the State of Washington, including but  
12 not limited to, RCW 18.27

13 G. TAXES: The Bid shall include, in the sum stated, all taxes imposed by law except Sales  
14 Tax. Jefferson Transit Authority received a Sales Tax exemption from the Department of  
15 Revenue (DOR). The sales tax exemption is only associated with the labor portion of the  
16 Work. All other applicable taxes for materials must be paid in accordance with state law.  
17 The letter to DOR from JTA and DOR's response letter are attached in **Section 003100**  
18 **INFORMATION TO BIDDERS**.

19 a. The fuel island, wash facility and the site circulation area are all 100% sales tax  
20 exempt for labor only; and

21 b. The staff/visitor parking and the maintenance, operations and administration  
22 facility is allocated with the 82.1%/17.9% sales tax exempt ratio as stated in the  
23 approval letter from DOR.

24 Such State and Local Sales Taxes shall be added to the Contract Sum, paid by the Owner  
25 to the Contractor, and then paid by the Contractor over the course of the Project. Refer to  
26 general, supplementary or other conditions regarding further information.

27 H. OTHER PROVISIONS: The above paragraphs contain descriptions of some but not all  
28 of the provisions of the Contract Documents. Bidders should review in detail the  
29 Contract Documents themselves and not rely upon the above paragraphs in this article as  
30 complete, inclusive, or accurate.

31 I. LIQUIDATED DAMAGES: See General Conditions.

#### 32 **1.10 POSSIBLE TRENCH EXCAVATION SAFETY PROVISIONS**

33 A. To ensure that the Bidder agrees to comply with relevant trenching safety requirements of  
34 RCW 39.04.180 and RCW 49.17, the Base Bid may include the cost of any required  
35 trenching. The Bidder shall enter in the blank provided on the Bid Form the dollar  
36 amount the Bidder has included in its Base Bid for any work requiring trenching that will  
37 exceed a depth of four feet. If trench excavation safety provisions do not pertain to the  
38 Project, the Bidder should enter "N.A." or "Not Applicable" in the blank on the Bid  
39 Form.

40 END OF SECTION 002113



1 SECTION 003100 INFORMATION AVAILABLE TO BIDDERS

2 1.1 GENERAL

- 3 A. In preparing their bid, each Bidder is to consider and evaluate the available information  
4 provided in relation to the Drawings and Project Manual prepared by the Owner for this  
5 project. The Architect and Owner do not guarantee the accuracy or completeness of the  
6 additional Information Available to the Bidders. Site verification of the project site is  
7 required of all bidders prior to bidding this project.
- 8 B. Information available to bidders is not a “Contract Document”. It is information provided  
9 to the Bidder to assist in evaluating and considering their bid. See the General  
10 Conditions for an enumeration of the “Contract Documents.”
- 11 C. Each bidder must be fully familiar with the following documents which have been  
12 prepared for this Project by separate consultants:

13 1.2 INFORMATIONAL DOCUMENTS

- 14 A. Geotechnical Report and Geologic Assessment for the Jefferson Transit Authority  
15 Maintenance, Operations & Administration Center, prepared by Landau Associates, dated  
16 November 8, 2013, bound herein.
- 17 B. Septic Report for the Jefferson Transit Authority Maintenance, Operations &  
18 Administration Center, dated October 15, 2009 (Project No. 09073), bound herein.
- 19 C. Federal Transit Administration (FTA) “Buy America” requirements, Part 661 from Title  
20 49 CFR.
- 21 D. Jefferson Transit New Facility Project Inadvertent Discovery Plan.
- 22 E. JTA’s Letter to Department of Revenue (DOR) dated September 9, 2013 – Sales Tax  
23 Exemption
- 24 F. DOR response letter to JTA dated September 24, 2013 – Sales Tax Exemption

25  
26  
27 END OF SECTION 003100



# **Geotechnical Engineering Report Jefferson Transit Authority Maintenance and Administration Facility Project Jefferson County, Washington**

August 23, 2013

(Revised November 8, 2013)

Prepared for

**Jefferson Transit Authority and  
TCF Architecture**



130 2nd Avenue South  
Edmonds, WA 98020  
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1	Vicinity Map
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## APPENDICES

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A	Field Explorations
B	Laboratory Testing

## 1.0 INTRODUCTION

This report presents the results of our geotechnical engineering study conducted for the proposed Maintenance and Administration facility near Port Hadlock in Jefferson County, Washington. The facility will be owned and operated by the Jefferson Transit Authority (JTA) and is under design by TCF Architecture (TCF). The purpose of our services was to provide JTA, TCF, and other design team members with information related to subsurface conditions, geotechnical recommendations, and geotechnical design criteria for the proposed maintenance and administration facility (Facility).

### 1.1 SCOPE OF SERVICES

Our scope of services was outlined in our proposal letter dated March 1, 2013 to TCF. Our services for this project consisted of preparing:

- a site plan showing pertinent site features and the approximate locations of the explorations accomplished for this study
- descriptive logs of the explorations and the results of the geotechnical laboratory testing
- a summary of surface and subsurface soil and groundwater conditions observed at the project site during our field exploration program
- an evaluation of the moisture sensitivity of the soil at the project site
- recommendations for site preparation and earthwork, including reuse of site soil, and criteria for selection, placement, and compaction of structural fill
- recommendations for temporary and permanent fill and cut slopes up to 5 ft in height, and geotechnical recommendations for gravity-block retaining walls
- recommendations for installation and backfilling of buried utilities
- recommendations for shallow foundation support for the proposed maintenance and administration building, including subgrade preparation, allowable soil bearing pressures, estimates of settlement, and soil parameters for lateral load resistance
- recommendations for interior concrete slab-on-grade subgrade preparation
- recommendations for seismic design criteria (including soil type) for use in seismic design under the 2009 International Building Code
- recommendations for rigid and flexible pavement sections for the access driveway, the visitor/employee parking area, and the fleet parking and staging areas
- recommendations for design of stormwater infiltration facilities, including grain-size based infiltration rates, estimated upper elevation of the seasonal groundwater table, and the potential for in-situ treatment of stormwater from roofs and vehicle pavements

- recommendations for design of an on-site septic system, including a description of soils encountered and their USDA and Department of Ecology classifications, and identification of limiting layers
- recommendations for monitoring and testing during construction.

## **1.2 PROJECT DESCRIPTION**

Jefferson Transit Authority plans to construct a new fleet administration and maintenance facility on a currently undeveloped 10-acre (approximate) property located at the intersection of State Highway 20 and Four Corners Road, about ½-mile southwest of the Jefferson County Airport and 2¼ miles west of Port Hadlock. The location of the proposed facility is shown on the Vicinity Map (Figure 1).

The proposed facility will include an administration and maintenance building, fueling and washing stations, a Park-n-Ride (PnR) bus loop and shelter, parking for visitors, employees, and PnR customers, and staging and parking areas for the JTA fleet of vehicles. The proposed administration and maintenance building will have a footprint of about 100 ft by 170 ft and will consist of a one- or two-story pre-fabricated steel building served by an on-site septic system. The visitor, employee, and PnR parking area will include about 107 spaces. A paved area approximately 320 ft by 260 ft will encompass the fleet parking/staging areas plus the fueling and washing facilities. Stormwater from paved areas, building roofs, and other impervious surfaces will be directed to constructed ponds, rain gardens, or similar features for on-site infiltration. A conceptual layout of the Facility is presented on the Site and Exploration Plan (Figure 2).

## 2.0 SITE CONDITIONS

This section discusses the general surface and subsurface conditions observed at the project site at the time of our field investigation. Interpretations of the site conditions are based on the results of our review of available information, site reconnaissance, subsurface explorations, and laboratory testing.

### 2.1 GENERAL GEOLOGIC CONDITIONS

Geologic information for the project site was obtained from *Geologic Map of the Port Townsend South and Part of the Port Townsend North 7.5-minute Quadrangles, Jefferson County, Washington* (Schasse and Slaughter 2005). According to this geologic map, near-surface deposits in the vicinity of the project site are mapped as Pleistocene Age glaciomarine outwash consisting of a capping layer of silt and clay overlying a thick sequence of sand with occasional gravelly layers. This soil unit is similar to glacial recessional outwash, but instead of being river deposited, it was emplaced primarily by strong sub-tidal currents near the active glacial terminus during retreat of the most recent glaciacion. The mapped geology is consistent with the conditions observed during subsurface exploration, as described below.

### 2.2 EXISTING SURFACE CONDITIONS

The site is currently undeveloped and consists of generally flat terrain vegetated by sparse to dense, second-growth conifers and open areas of field grass and blackberry brambles. Along the Four Corners Road parcel boundary, project site is about 4 to 5 feet below the road grade. Existing features and site topography are shown on Figure 2.

### 2.3 SUBSURFACE SOIL CONDITIONS

Subsurface conditions were explored by excavating twelve test pits up to 16 feet below existing grades at locations throughout the project parcel. The locations of the test pits are shown on Figure 2. Test pit logs, along with a description of the field exploration procedures, are presented in Appendix A. We performed geotechnical laboratory testing on representative soil samples to determine the natural moisture content, grain size distribution, and Atterberg limits of selected soil specimens. Results of the laboratory testing that was performed are presented in Appendix B.

Our recent explorations revealed subsurface conditions consistent with the surficial geology mapped by Schasse and Slaughter 2005. The typical soil profile consists of about 1 to 3½ ft of silty to sandy, low-plasticity clay (with a poorly-developed, root-bearing soil horizon in the upper 3 to 6 inches) underlain by fine to medium sand to the bottom of the explorations (11 to 16 ft below ground surface [BGS]). The fines content (soil particles finer than the U.S. Standard No. 200 sieve) was typically 5 to 15

percent below the surficial clay layer. Occasional gravel pockets or gravelly zones were encountered in the sand layer, becoming more frequent with increasing depth. At a few test pit locations (TP-5, TP-7, and TP-8), very gravelly sand or sandy gravel was encountered below the surficial clay layer and is much coarser than sands encountered at other exploration locations.

The soil descriptions presented above are based upon the Unified Soil Classification System (USCS), which is most typically used for geotechnical reporting. However, other systems, such as the U.S. Department of Agriculture system is used for certain applications such as infiltration. Based upon the USDA classification system, which differs somewhat from the USCS, the surficial clay (USCS) layer classifies as a silt loam (USDA). A third system – the Washington Department of Health (DOH) scheme (used for design of on-site septic systems) – would typify the surficial clay later as Type 6 at most test pit locations. Beneath the surficial clay/silt loam/Type 6 soil, the sand unit would classify as “sand” with variable modifiers (coarse, medium, gravelly, etc.) according to the USDA. The underlying sand would classify as DOH Type 2A or 2B at most locations, although with increased gravel content (such as at TP-5, -7, and -8, and elsewhere at depth), the soils classify as Type 1B or 1A. The USCS, USDA, and DOH designations are included in the descriptive text for each test pit log presented in Appendix A. Throughout this report, soil descriptions are in accordance with the USCS descriptors unless noted otherwise.

## **2.4 GROUNDWATER CONDITIONS**

Groundwater was not encountered during exploration except for one isolated seep exposed at a depth of 7 to 8 ft BGS at test pit TP-12. This observation indicates that perched zones of water could be encountered during excavation, but would likely be of limited extent. Zones of perched groundwater are more likely to be encountered during the wet season.

According to water well records within about ¼ mile of the project site, the depth to the regional aquifer is about 90 to 100 ft BGS.

### **3.0 CONCLUSIONS AND RECOMMENDATIONS**

Construction of the proposed Jefferson Transit Authority Facility at the project site is considered to be feasible from a geotechnical perspective. The soil on the site is capable of providing adequate foundation support with moderate bearing pressures and tolerable settlement for shallow footings supporting the relatively lightweight structure. Slab-on-grade floor construction is also feasible at the site with adequate subgrade preparation. Infiltration of stormwater runoff can be accomplished through the use of dispersion, infiltration ponds, bioswales, or other methods.

From a practical construction standpoint, the upper 1 to 3½ ft of soil at the project site is moisture-sensitive and susceptible to softening and disturbance by construction equipment, especially when wet. Consequently, it would be preferable to schedule site grading operations and subgrade preparation for the dry summer and early fall months. With careful site preparation, protection of subgrade from additional moisture, and the use of selected imported structural fill, site grading could be performed during other periods of the year. Conclusions and recommendations regarding site preparation and earthwork, seismic design, foundation support and settlement, concrete slabs-on-grade, pavement design, site and foundation drainage considerations, and infiltration and septic design inputs are presented in the following report sections.

#### **3.1 SITE PREPARATION AND EARTHWORK**

Site preparation will include stripping vegetation and topsoil beneath the proposed building footprint and in the fleet, PnR, and other paved areas, excavation and subgrade preparation for footings, preparation of subgrade for floor slabs and pavements, and subgrade preparation for the access road embankment near the southern property boundary. Based on the soil conditions observed in our explorations and typical construction experience, we anticipate that the onsite soil can be excavated using conventional construction equipment.

##### **3.1.1 STRIPPING AND EXCAVATION**

All deleterious material such as grass, roots, organic soil or topsoil, debris, fill, and soft or loose native soil should be stripped from areas to be occupied by footings and slabs, and in any areas to receive new pavements or walkways. Tree roots and stumps that extend below the planned subgrade of footings and floors should be completely removed; overexcavation may be necessary. Backfilling of over-excavated areas should be performed as described in the following section. Topsoil is not suitable for reuse as structural fill and should be removed from the site or stockpiled for reuse in landscaping areas.

After stripping and prior to any fill placement, the exposed soil should be compacted in place to a dense and unyielding condition.

Footing excavations could encounter perched groundwater. Our test pits did not encounter groundwater in the vicinity of the proposed development, but shallow groundwater may exist in perched wet zones. The presence and extent of perched groundwater is likely limited and seasonally variable. Dewatering, if required, can typically be performed by grading of excavations and use of small sump pumps.

### **3.1.2 SUBGRADE PREPARATION AND FILL COMPACTION**

Prior to placement of any fill, all subgrade within the building footprint or paved areas must be compacted to a suitably dense condition. Subgrade in areas where walkways will be constructed must also be suitably compacted. Preparation of footing subgrades requires additional considerations and is discussed in a following section. Subgrade should be moisture conditioned, if necessary, and bladed to a uniform surface. Clumps, cobbles, and other large particles should be removed from the surface in order to allow even, uniform compaction of the subgrade.

Subgrade should be compacted to a dense, unyielding condition, with a density of at least 95 percent of the maximum dry density, as determined from ASTM International (ASTM) test method D 1557. Following compaction, the entire subgrade should be proof-rolled in order to demonstrate adequate compaction and to identify subgrade trouble spots. Proof-rolling consists of slowly driving a 10-ton, vibratory roller or a fully loaded, ten-wheel dump truck over the subgrade and observing the subgrade response. We recommend that a representative of the geotechnical engineer be present at the time of proof-rolling in order to observe the subgrade performance. Any areas exhibiting significant deflection, pumping, weaving, or other distress that cannot be adequately reworked and/or compacted should be over-excavated and backfilled with material compacted to at least 95 percent of the maximum density (ASTM D 1557). Following proof-rolling, fill operations may proceed as described below.

Structural fill may be used, if necessary, for subgrade support of soil-supported floor slabs, provided that the fill is properly placed and compacted. In general, any suitable, nonorganic, predominantly granular soil may be used for fill material, including onsite excavation spoils, provided the material is properly moisture conditioned prior to placement and compaction, and the specified degree of compaction is obtained. However, the silty and sandy clay encountered in the upper 1 to 3½ ft in the exploration test pits would not be suitable for re-use as structural backfill. Because most excavations would be shallow, we expect that relatively little on-site soil could be re-used as structural fill. However, this clayey soil could be re-used as common borrow for filling beneath exterior pavements, including the access road embankment, provided that all organic matter is removed, it is properly moisture conditioned,

placed in loose horizontal lifts not exceeding 8 inches, adequately compacted to 95 percent of ASTM D 1557, and then proof-rolled.

Imported structural fill should consist of aggregate meeting the requirements for Aggregate for Gravel Base, Class A or B [Section 9-03.12(1)] of the Washington State Department of Transportation *Standard Specifications* (WSDOT 2012). Structural fill should be placed in loose, horizontal lifts less than 8 to 10 inches in thickness and compacted to at least 95 percent of the maximum dry density determined by ASTM D 1557. For plumbing and utility trenches, trench backfill within 12 inches above pipes should be compacted to no more than 90 percent of the maximum dry density (ASTM D 1557) and should be completed with small, hand-operated compaction equipment such as plate compactors or “jumping jacks.” For trench backfill greater than 12 inches above the pipe, backfill should be compacted to 95 percent of maximum dry density (ASTM D 1557), and use of larger compaction equipment is acceptable. Fill placed within landscaped areas should be compacted to a minimum of 85 percent of its maximum dry density to reduce the potential for excessive settlement. Backfill placed within the zone immediately behind foundation stem walls or other earth retention structures (if any) should be compacted to approximately 90 percent of the maximum dry density (ASTM D 1557). Care must be exercised to avoid overcompaction of wall backfill, which could potentially damage the walls and result in the development of excess lateral pressure against the walls.

### **3.1.3 RETAINING WALLS**

Site preparation may include grade-raising up to about 5 feet around the site access road near Four Corners Road. While most or all of the grade raising along the access road and elsewhere could be accomplished using conventional soil embankment and the earthwork operations described in previous sections, retaining walls may be necessary in areas of limited space or where the footprint of the embankment needs to be reduced. Gravity block walls, rock gabion baskets, crib walls, cast-in-place concrete walls, and other conventional retention systems would be appropriate for retention of up to 5 feet at the project site. Some of these systems are proprietary, with the vendors providing selection guidance and preliminary design services.

Provided that the retaining wall is free to rotate a small amount during construction, the wall can be designed assuming active lateral earth pressures. Deflections of 0.1 to 0.2 percent of the wall height are sufficient to reduce lateral earth pressures to the active state. Soils in the active wedge may be assumed to have an equivalent fluid density of 36 pounds per cubic foot (pcf). This density assumes a level grade at the top and toe of the wall. This density also assumes that backfill behind the wall consists of structural fill selected, placed, and compacted as described in the previous section, and that the wall is well-drained to prevent the build-up of hydrostatic pressure behind the wall. Site-derived soils will

generally be unsuitable for reuse as wall backfill, as discussed previously but may be used in the embankment “core” away from the back of walls. We recommend that structural fill extend a distance H behind the back of the wall, where H is the vertical distance between the wall foundation subgrade elevation and the adjacent finish grade of the embankment area. Additional lateral pressures on the wall, such as construction or traffic loads, or additional embankment height above the top of the wall, may be computed as a uniformly distributed lateral pressure equal to 28 percent of the applied vertical pressure. For embankment soils extending above the top of wall, the unit weight of the compacted embankment soil may be assumed to be 130 pcf.

Active earth loads on the wall may be resisted by a combination of passive lateral pressure and friction resistance on the wall foundation. For cast-in-place wall foundations, the guidance provided in Section 3.3 may be used for lateral support. If precast concrete wall elements such as Ultra Blocks or eco-blocks will be used, the sliding coefficient should be reduced to 0.35.

#### **3.1.4 WET WEATHER EARTHWORK**

The onsite soil near the ground surface includes silty clay and sandy clay and should be considered moisture sensitive. When exposed to excess moisture, these soils will likely become difficult to work with, impractical to compact to a suitably dense condition, and will tend to soften and pump under construction traffic. These soils will be difficult to work with during periods of wet weather. Conversely, minor amounts of water may need to be added prior to compaction during hot, dry weather. If fill is to be placed or earthwork is to be performed in wet weather or under wet conditions, the contractor will need to reduce soil disturbance by:

- Performing earthwork in small sections
- Limiting construction traffic over unprotected soil
- Sloping excavated surfaces to promote runoff
- Limiting the size and type of construction equipment used
- Providing gravel “working mats” over areas of prepared subgrade
- Removing wet surficial soil prior to commencing fill placement each day
- Sealing the exposed ground surface by rolling with a smooth drum compactor or rubber-tire roller at the end of each working day
- Providing upgradient perimeter ditches or low earthen berms and using temporary sumps to collect runoff and prevent water from ponding and damaging exposed subgrades.

If construction is conducted during wet weather, we recommend that structural fill consist of an imported, clean, well-graded sand, or sand and gravel, containing less than 5 percent passing the U.S. Standard No. 200 sieve, based on a wet sieve analysis of that portion passing the ¾-inch sieve. An alternative to the use of clean, imported sand and gravel would be to use stabilizing agents, such as lime or cement kiln dust mixed with the nonorganic, onsite soil.

### **3.1.5 TEMPORARY SLOPES AND EXCAVATIONS**

Temporary slope and trench configurations and the maintenance of safe working conditions should be the responsibility of the contractor, who is able to monitor the construction activities and has direct control over the means and methods of construction. All applicable local, state, and federal safety codes pertaining to temporary excavation safety should be followed. If instability is detected, the contractor should flatten the side slopes, install temporary shoring, or temporary earth berms. Temporary excavations, such as short-term construction slopes and utility trenches, in excess of 4 ft should be sloped in accordance with *Safety Standards for Construction Work Part N*, Washington Administrative Code (WAC) 296-155-657, or shored.

We recommend that permanent cut or fill slopes be designed for inclinations of 2H:1V or flatter. All permanent cut or fill slopes should be vegetated or otherwise protected to limit the potential for erosion as soon as practical after construction. Permanent slopes requiring immediate protection from the effects of erosion should be covered with either mulch or erosion control netting/blankets. Areas requiring permanent stabilization should be seeded with an approved grass seed mixture, or hydroseeded with an approved seed-mulch-fertilizer mixture.

### **3.2 SEISMIC CONSIDERATIONS**

The Pacific Northwest is seismically active and the site could be subject to strong ground shaking from a moderate to major earthquake. The medium dense condition of the native soil and the general absence of saturated conditions effectively precludes seismically-induced soil liquefaction. In addition, it is anticipated that the site would not be subject to seismically induced landslides, lateral spreading, or other ground failure. No mapped faults are located within about four kilometers of the site; ground rupture during an earthquake is not likely.

We understand that the proposed Facility will be designed using the seismic design provisions of the 2009 International Building Code (IBC) (International Code Council 2009). k IBC 2009, an earthquake with a 2 percent probability of exceedance in 50 years (2,475-year return interval) is used. The subject site is underlain by relatively medium dense glacial soil, and, therefore, the site can be classified as Site Class D according to Table 1613.5.2 in IBC 2009. We obtained estimates of spectral

response accelerations for an earthquake with a 2,475-year return interval from the USGS *U.S. Seismic Design Maps* (USGS 2002). Based on the project location (Latitude 48.05024 and Longitude -122.8179), the following spectral accelerations should be used to estimate the design response spectrum:

Spectral Acceleration for short periods ( $S_s$ ): 118.0% of gravity (1.180g)

Spectral Acceleration for 1-second period ( $S_1$ ): 43.2% of gravity (0.432g)

For Site Class D and the above spectral accelerations, a value of 1.028 should be used for site coefficient  $F_a$ , and 1.568 for site coefficient  $F_v$ .

Earthquake performance of retaining walls on competent foundation soils is generally quite good for earthquakes with site adjusted peak ground accelerations (PGA) of up to about 0.4g, especially for shorter walls. The design level earthquake for the project site is expected to produce a PGA of about this level. Therefore, seismic design is not considered to be mandatory for the retaining wall proposed for this project. This no-seismic-analysis approach is consistent with current AASHTO design procedures.

### **3.3 FOUNDATION SUPPORT AND SETTLEMENT**

Conventional shallow isolated and continuous footings and slab-on-grade floors are appropriate for support of the proposed maintenance and administration building. Footings should bear either directly on the granular soil located below the uppermost clay, which was encountered to depths of between 1 to 3½ ft BGS, or else bear on structural fill placed and compacted above a native granular subgrade. This may require deepening the footings somewhat or accomplishing some amount of overexcavation to remove the uppermost clay and backfilling with compacted structural fill up to the design footing elevation. Footings bearing in the sand and gravelly sand underlying the clay (either directly or with intervening structural fill) will be capable of providing an allowable net bearing pressure of 3,500 psf. The term “allowable net soil bearing pressure” refers to the pressure that can be imposed on the soil at foundation level resulting from the total of all dead plus live loads, including the weight of the footing and any backfill placed above the footing. The allowable bearing pressure may be increased by one-third for transient wind or seismic loads. Continuous and isolated spread footings should have minimum widths of 18 and 24 inches, respectively, and should be founded a minimum of 18 inches below the lowest adjacent final grade.

Footing subgrade soil disturbed during foundation excavation should either be properly recompacted or removed. All subgrade soil directly below and around footings should be compacted to at least 95 percent of maximum dry density (ASTM D 1557) prior to placement of forms and reinforcing steel. Where compacted structural fill is used below a footing, the limits of the overexcavation should

extend laterally beyond the edge of each side of the footing a distance equal to the depth of the excavation below the base of the footing. All backfill beneath and around the sides of footing should consist of imported structural fill selected, placed, and compacted as described in Section 3.1.2.

Settlement of spread foundations depends on foundation size and bearing pressure, as well as the strength and compressibility characteristics of the underlying bearing soil. Assuming typical loads for a building of this type and construction conducted in accordance with the recommendations of this report, we estimate footing settlements of ½ inch or less would occur. Differential settlement between footings would likely be approximately ¼ inch or less. Settlement would occur primarily during load placement or within a short time afterwards. Post-construction settlements are expected to be relatively small.

Resistance to lateral loads may be assumed to be provided by friction acting on the base of footings and by passive lateral earth pressures acting against the sides of footings. An allowable coefficient of sliding resistance of 0.50, applied to the vertical dead loads only, may be used to compute frictional resistance developed on the underside of footings. This coefficient of sliding resistance includes a factor of safety of about 1.25. For design purposes, the passive resistance of undisturbed, medium dense to dense native soil or well-compacted fill placed against the sides of foundations may be considered equivalent to a fluid with a density of 250 pcf. The upper 1 ft of passive resistance should be neglected in design if not covered by pavement or floor slabs. The value for the foundation passive earth pressure has been reduced by a factor of about 2 to limit deflections to less than 1 percent of the embedded depth.

### **3.4 CONCRETE SLABS-ON-GRADE**

Conventional slab-on-grade floor construction is considered feasible for floors of the planned maintenance and administration building. Floor slabs may be supported on properly compacted structural fill placed over compacted native clay subgrade soil prepared as described in Section 3.1. The presence of a dense, unyielding subgrade should be confirmed by proof rolling. As noted in Section 3.1, the clay subgrade is moisture sensitive; the quality and durability of slab-on-grade floors will be affected by earthwork conditions at the time of construction. For this reason, we reiterate that slabs-on-grade would ideally be placed during the dry season.

We recommend that interior concrete slab-on-grade floors be underlain by a minimum of 6 inches of compacted, clean, free-draining gravel with less than 2 percent passing the U.S. Standard No. 200 sieve. Gravel Backfill for Drains or Gravel Backfill for Drywells, as described in sections 9-03.12(4) and 9-03.12(5) of WSDOT's *Standard Specifications* satisfy this recommendation. Other suitable free-draining products may be available locally and could be proposed by the contractor. The purpose of this layer is to provide uniform support for the slab and to provide a capillary break. The drainage layer

should be hydraulically connected to an appropriate drainage collection system. To reduce the potential for water vapor migration through floor slabs, a continuous impermeable membrane should be installed below the slab as a vapor retarder.

Exterior slabs may be supported directly on undisturbed native soil or properly placed and compacted structural fill; however, long-term performance will be enhanced if exterior slabs are placed on a layer of clean, durable, well-draining granular material.

### **3.5 PAVEMENT DESIGN**

The pavement subgrade soil will consist of generally medium stiff to stiff sandy clay and silty clay. This soil will perform adequately for pavement subgrade, provided that the earthwork recommendations discussed in Section 3.1 are followed.

The following pavement section discussion is based upon a few assumptions (which should be confirmed by the design team):

- 1) Lacking conventional traffic count data, the “Low-Volume Road Design” approach presented in the American Association of State Highway and Transportation Officials’ *Design of Pavement Structures* (AASHTO 1993) is appropriate for design of pavement at the facility;
- 2) The following traffic assumptions are valid: 0.57 equivalent single axle loads (ESALs) per bus, 90 bus trips per day, 270 operating days per year, and a 20-year pavement design life with no traffic growth expectation;
- 3) Use of the climate and subgrade descriptors presented in the standard design catalog for flexible and rigid pavements contained in AASHTO 1993 is appropriate for this site in western Washington; and
- 4) Performance at the 50-percent or 75-percent “inherent reliability level” is acceptable to JTA over the pavement design life.

Based upon the relatively low traffic loading over a 20-year design period (280,000 ESALs), a Hot Mix Asphalt (HMA) flexible pavement section consisting of 4 inches of asphalt pavement atop a 10-inch thick aggregate surfacing layer can support the expected traffic at the entrance drive, PnR loop, and in the fleet parking area at the 50- to 75-percent inherent reliability levels. As an alternative, a rigid pavement consisting of 5 inches of Portland cement concrete (PCC) atop 3 inches of aggregate crushed surfacing material could provide a similar level of pavement service. Where only small-auto traffic will be present (i.e., the Visitor/PnR parking area), the HMA pavement section may be reduced to 3 inches of asphalt pavement atop an 8-inch thick aggregate layer. The PCC pavement section should not be reduced in these areas.

The upper 1½- to 2-inch thick wearing course of the asphalt pavement should consist of HMA Class ½-inch. The asphalt pavement below the wearing course should consist of HMA Class ¾-inch. The asphalt binder should be PG64-22. Crushed surfacing material should meet the gradation requirements in Section 9-09.3(9) of the 2012 WSDOT *Standard Specifications* (WSDOT 2012). The top 2 inches of crushed surfacing material should consist of crushed surfacing top course (CSTC) with the remainder consisting of crushed surfacing base course (CSBC). The entire thickness of crushed surfacing beneath a Portland cement concrete pavement may consist of CSBC.

Crushed surfacing should be compacted in accordance with Section 4-04.3(5) of the 2012 WSDOT *Standard Specifications*. Alternatively, the maximum dry density could be determined by the ASTM D 1557 test procedure. Prevention of road-base saturation is essential for pavement durability; thus, efforts should be made to limit the amount of water entering the base course during construction and by providing proper “crowning” of the subgrade to promote drainage towards the edges of paved areas.

### **3.6 SITE AND FOUNDATION DRAINAGE**

The regional groundwater level is well below the ground surface and special subsurface drainage provisions are not anticipated. However, seasonal perched groundwater may be present in the site subgrade. Also, stormwater runoff from the building roof and impervious pavements could collect in low areas around the proposed exterior walls. Site grading should include positive grades away from the building as described in Section 1804.3 of the *International Building Code* (International Code Council 2009), with a 2-percent slope extending at least 10 feet from exterior walls. We recommend that an exterior footing drain system or gravel curtain be installed around the perimeter of the building foundations.

Footing drains should be installed at the footing elevation and should consist of HDPE or PVC perforated pipe. The pipe should be bedded on all sides with 4 inches of clean, uniformly-graded fine gravel, such as that meeting the requirements of Gravel Backfill for Drains in Section 9-03.12(4) of the WSDOT 2012 *Standard Specifications*. A gravel curtain, if used, should consist of Gravel Backfill for Drains placed and compacted in a trench extending below the surficial clay soil and at least 12 inches into more permeable, underlying granular soil. The roof drainage system should not be introduced into the perimeter drain system, but should be discharged directly to the stormwater collection system or other appropriate outlet via a separate pipe system.

### **3.7 STORMWATER INFILTRATION**

It is our understanding that stormwater facilities constructed to mitigate flows generated by the proposed project will be designed in accordance with the requirements of the 2012 *Stormwater*

*Management Manual for Western Washington* (2012 *SMMWW*) published by the Washington State Department of Ecology (Ecology 2012). These facilities would be designed to provide infiltration of surface water flows into the subsurface. Proposed stormwater features include three landscaped infiltration ponds between the Visitor/PnR parking lot and the bus loop/access road, as shown on Figure 2. We understand these locations could change somewhat during final design. Additional infiltration using dispersion will likely be included in stormwater design around the perimeter of the fleet parking area.

Soils near the Visitor/PnR parking lot and the bus loop/access road were explored by test pits TP-1, TP-2, and TP-4, which indicate that 2½ to 3½ ft of low-permeability silty to sandy clay (USDA: silt loam) is present above 3½ to 7½ ft of fine to medium sand with a trace of gravel (USDA: sand and medium sand). Coarser sand and gravelly sand (USDA: very gravelly sand) was encountered near the bottom of these test pits. We expect that the bottoms of infiltration ponds at these locations would extend below the bottom of the silty to sandy clay soil. Provided that the pond bottoms are excavated downwards into the underlying sand soils (USDA: sand and medium sand), a long-term infiltration rate of 2 to 4 inches per hour can be justified for pond sizing calculations. For sandy soils, this range of infiltration rates is somewhat lower than what is presented in Ecology 2012 but higher than what would be recommended in previous versions of that document.

It will be necessary to provide water quality treatment of flows generated from pollution generating surfaces such as pavement carrying vehicle traffic. It should be noted that sand (USDA definition) would need to meet minimum cation exchange capacity (CEC) and organic content levels to provide treatment below the infiltration pond floor. We did not perform CEC or organic content tests for samples at these locations; however, based upon the visual appearance of the samples, it is not likely that they meet the requirements to provide pollution treatment. Thus, treatment will need to be provided upstream of the infiltration location. This could probably be achieved through the use of vegetated bioswales located in the silty and sandy clay soil (USDA: silt loam) encountered within the upper few feet across the project site. This uppermost soil could also provide pollution treatment for dispersed stormwater flows. We understand that the stormwater system has been designed to address runoff water quality in a pre-treatment system and not within the infiltrated soils beneath the pond bottoms.

### **3.8 ONSITE SEPTIC DESIGN CONSIDERATIONS**

It is our understanding that an onsite septic (OSS) system will be included in the project design. Although the OSS system will be designed by another member of the design team, we can provide comments on the soil types encountered during exploration. We assume that OSS design will be in

accordance with the requirements of the Jefferson County health authority and with the Washington Department of Health requirements.

The silty to sandy clay encountered near the ground surface at each test pit location is classified as Type 6 soil according to the DOH system and is unsuitable for disposal of septic effluent. Beneath the silty to sandy clay, typically fine to medium sand with minor amounts of silt and gravel is present and is classified as Type 2A or Type 2B soil, depending on the specific amount of gravel and coarse sand at a given location. Type 2A and 2B soils are excellent soils for the purpose of OSS design, and can often be used for the design of simple, gravity-type systems. However, where the top of Type 2 soils are encountered at a depth greater than 3 ft below the finish grade, imported Type 2A sand may need to be used to raise the top of the OSS sand media to within 3 ft of the finish grade. A loading rate of 1.0 gallons per day per square foot of trench area is recommended for the Type 2A and 2B soils encountered during exploration. This application rate is based upon guidance provided in the DOH publications *Design Standards for Large On-Site Sewage Systems* (DOH 1993) and *Sand Lined Trench Systems* (DOH 2007).

At least 2 ft of Type 2A or 2B sand must be present below the bottom of the OSS trenches to provide adequate septic treatment. Very gravelly to extremely gravelly sands (USDA) were encountered at relatively shallow depths at some of the test pits around the maintenance and administration building. These soils, which are classified as Type 1A soils (DOH), are overly permeable and do not provide adequate retention time for treatment of OSS effluents. If the OSS system is sited where Type 1A (or 1B) soil is present near the ground surface, sand-lined trenches and the use of imported Type 2A sand may be necessary for OSS design, as described in DOH 2007.

## **4.0 DESIGN REVIEW/CONSTRUCTION MONITORING**

Landau Associates recommends that a general review of the earthwork and foundation portions of the design drawings and specifications be accomplished by a geotechnical engineer familiar with the project design. The purpose of the review is to verify that the recommendations presented in this report have been properly interpreted and implemented in the design and specifications.

We recommend that geotechnical construction monitoring services be provided. All building areas and footing excavations should be observed by a representative of the geotechnical engineer. Observations should also be conducted at footing excavations after the reinforcing steel has been placed, within about 24 hours prior to placing concrete.

We recommend that a geotechnical field representative be present to observe removal of existing topsoil and other loose soil from within the building areas and other excavations, to monitor fill placement and compaction activities, to observe proof-rolling operations, to document that design subgrade conditions are obtained beneath building areas, and to confirm that appropriate drainage materials are used and properly placed. We recommend that in-place density testing be performed on footing and floor subgrades. Conformance testing of imported materials may also be needed to verify compliance with project specifications and our recommendations.

The purpose of these services would be to observe compliance with the design concepts, specifications, and recommendations of this report, and to simplify design or construction changes in the event subsurface conditions differ from those anticipated before the start of construction. Landau Associates would be pleased to provide these services for you.

## 5.0 USE OF THIS REPORT

Landau Associates has prepared this geotechnical report for the exclusive use of Jefferson Transit Authority, TCF Architecture, and the other project consultants for specific application to the design of the proposed Jefferson Transit Authority Maintenance and Administration Facility project. Use of this report by others or for another project is at the user's sole risk. Within the limitations of scope, schedule, and budget, our services have been conducted in accordance with generally accepted practices of the geotechnical engineering profession; no other warranty, express or implied, is made as to the professional advice included in this report.

The conclusions and recommendations contained in this report are based in part upon the subsurface data obtained from the explorations completed for this study. There may be some variation in subsurface soil and groundwater conditions at the project site, and the nature and extent of the variations may not become evident until construction. Accordingly, a contingency for unanticipated conditions should be included in the construction budget and schedule.

If variations in subsurface conditions are encountered during construction, we should be notified for review of the recommendations of this report, and revision of such if necessary. If there is a substantial lapse of time between submission of this report and the start of construction, or if conditions change due to construction operations at or adjacent to the project alignment, we recommend that we review this report to determine the applicability of the conclusions and recommendations contained herein.

We appreciate the opportunity to provide geotechnical services on this project and look forward to assisting you during the final design and construction phase. If you have any questions or comments regarding the information contained in this report, or if we may be of further service, please call.

LANDAU ASSOCIATES, INC.

Chad McMullen, P.E.  
Senior Project Geotechnical Engineer



Dennis R. Stettler, P.E.  
Principal

CTM/DRS/rgm

## 6.0 REFERENCES

AASHTO. 1993. *AASHTO Guide for Design of Pavement Structures*. ISBN # 1-56051-055-2. American Association of State Highway and Transportation Officials. Washington D.C.

DOH. 1993. *Design Standards for Large On-Site Sewage Systems*. Washington State Department of Health. December. Amended July 1994.

DOH. 2007. *Recommended Standards and Guidance for Performance, Application, Design, and Operation and Maintenance for Sand Lined Trench Systems*. Washington State Department of Health, Publication #337-013. July.

Ecology. 2012. *Stormwater Management Manual for Western Washington*. Washington State Department of Ecology, Publication No. 12-10-030. August.

Henry W. Schasse and Stephen L. Slaughter. 2005. *Geologic Map of the Port Townsend South and Part of the Port Townsend North 7.5-minute Quadrangles, Jefferson County, Washington*. Washington Department of Natural Resources.

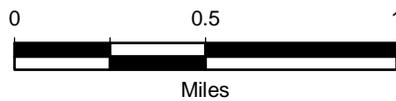
International Code Council. 2009 *International Building Code*. ISBN # 1-58001-725-1. Country Club Hills, IL. February.

USGS website. 2002. *U.S. Seismic Design Maps*.  
<http://geohazards.usgs.gov/designmaps/us/application.php>. U.S. Geological Survey, Geologic Hazards Science Center. Accessed July 8, 2013.

WSDOT. 2012. *Standard Specifications for Road, Bridge and Municipal Construction*. M 41-10. Washington State Department of Transportation.



V:\813007\010101\Figure 1 Vic Map.mxd 7/11/2013 GCS WGS 1984



Data Source: Esri 2012



Jefferson Transit Authority  
Maintenance and  
Administration Facility  
Jefferson County, Washington

### Vicinity Map

Figure  
**1**

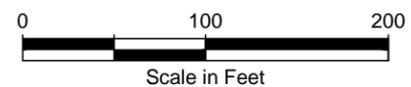


**Legend**

TP-1  Test Pit Location and Designation

**Note**

1. Black and white reproduction of this color original may reduce its effectiveness and lead to incorrect interpretation.



Source: TCF Architecture 2013

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**Site and Exploration Plan**

**Figure  
2**

# Field Explorations

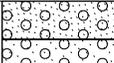
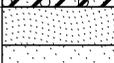
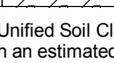
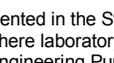
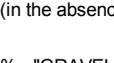
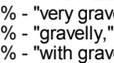
## **APPENDIX A FIELD EXPLORATIONS**

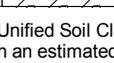
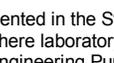
Subsurface conditions within the limits of the project area were explored on April 19, 2013. The exploration program consisted of advancing and sampling twelve test pits. The exploratory test pits were advanced to depths ranging from about 11 to 16 ft below existing ground surface (BGS) using a tracked excavator. Jamestown Excavating, Inc. of Sequim, Washington advanced the test pits under subcontract to Landau Associates. The actual exploration locations were determined in the field by a recreation-grade GPS unit. The approximate ground surface elevations and proposed test pit locations were determined by the project surveyor prior to test pit digging; some adjustments to test pit locations were made during digging. The test pit locations shown on Figure 2 represent the actual locations explored.

The field exploration program was coordinated and monitored by a geotechnical engineer from our staff, who also obtained representative soil samples, maintained a detailed record of the observed subsurface soil and groundwater conditions, and described the soil encountered by visual and textural examination. Each representative soil type observed in our test pits was described using the soil classification system shown on Figure A-1, in general accordance with ASTM D2488, *Standard Recommended Practice for Description of Soils (Visual-Manual Procedure)*. Logs of the exploratory test pits are presented on Figures A-2 through A-7. These logs represent our interpretation of subsurface conditions identified during the field exploration program. The stratigraphic contacts shown on the logs represent the approximate boundaries between soil types; actual transitions may be more gradual. The soil and groundwater conditions depicted are only for the specific dates and locations reported and, therefore, are not necessarily representative of other locations and times. A further discussion of the soil and groundwater conditions observed is contained in the text portion of this report.

Soil grab samples were collected from the sides or bottom of the test pit or, as the excavation progressed below 4 ft, from the excavator bucket. Samples were logged and examined as described above and then preserved in zip lock bags for laboratory testing. Laboratory testing is further discussed in Appendix B. After reaching the final depth, test pits were backfilled with the excavation spoils and tamped with the excavator bucket in several lifts.

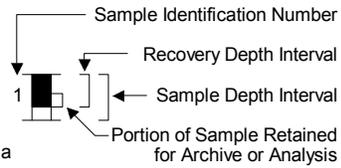
## Soil Classification System

	MAJOR DIVISIONS	USCS GRAPHIC SYMBOL	USCS LETTER SYMBOL <sup>(1)</sup>	TYPICAL DESCRIPTIONS <sup>(2)(3)</sup>
COARSE-GRAINED SOIL (More than 50% of material is larger than No. 200 sieve size)	GRAVEL AND GRAVELLY SOIL  (More than 50% of coarse fraction retained on No. 4 sieve)	CLEAN GRAVEL (Little or no fines)	 <b>GW</b>	Well-graded gravel; gravel/sand mixture(s); little or no fines
		GRAVEL WITH FINES (Appreciable amount of fines)	 <b>GP</b>	Poorly graded gravel; gravel/sand mixture(s); little or no fines
	SAND AND SANDY SOIL  (More than 50% of coarse fraction passed through No. 4 sieve)	CLEAN SAND (Little or no fines)	 <b>GM</b>	Silty gravel; gravel/sand/silt mixture(s)
		GRAVELLY SAND (Little or no fines)	 <b>GC</b>	Clayey gravel; gravel/sand/clay mixture(s)
		CLEAN SAND (Little or no fines)	 <b>SW</b>	Well-graded sand; gravelly sand; little or no fines
		SANDY SAND (Little or no fines)	 <b>SP</b>	Poorly graded sand; gravelly sand; little or no fines
FINE-GRAINED SOIL (More than 50% of material is smaller than No. 200 sieve size)	SILT AND CLAY  (Liquid limit less than 50)	SILT (Liquid limit less than 15)	 <b>SM</b>	Silty sand; sand/silt mixture(s)
		CLAY (Liquid limit less than 15)	 <b>SC</b>	Clayey sand; sand/clay mixture(s)
		SILT AND CLAY (Liquid limit less than 50)	 <b>ML</b>	Inorganic silt and very fine sand; rock flour; silty or clayey fine sand or clayey silt with slight plasticity
	SILT AND CLAY  (Liquid limit greater than 50)	SILT (Liquid limit greater than 15)	 <b>CL</b>	Inorganic clay of low to medium plasticity; gravelly clay; sandy clay; silty clay; lean clay
		CLAY (Liquid limit greater than 15)	 <b>OL</b>	Organic silt; organic, silty clay of low plasticity
		SILT AND CLAY (Liquid limit greater than 50)	 <b>MH</b>	Inorganic silt; micaceous or diatomaceous fine sand
HIGHLY ORGANIC SOIL	 <b>CH</b>	Inorganic clay of high plasticity; fat clay		
		 <b>OH</b>	Organic clay of medium to high plasticity; organic silt	
		 <b>PT</b>	Peat; humus; swamp soil with high organic content	

OTHER MATERIALS	USCS GRAPHIC SYMBOL	USCS LETTER SYMBOL	TYPICAL DESCRIPTIONS
PAVEMENT		<b>AC or PC</b>	Asphalt concrete pavement or Portland cement pavement
ROCK		<b>RK</b>	Rock (See Rock Classification)
WOOD		<b>WD</b>	Wood, lumber, wood chips
DEBRIS		<b>DB</b>	Construction debris, garbage

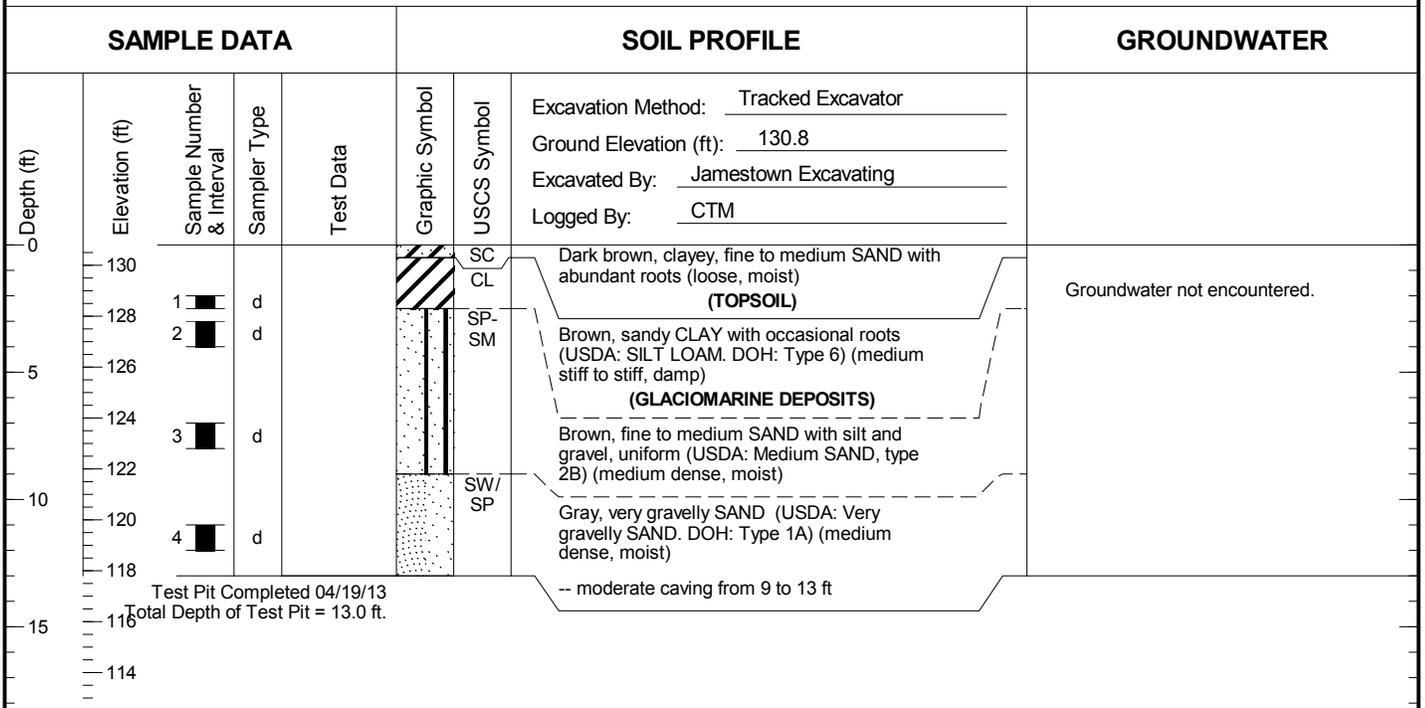
- Notes:
- USCS letter symbols correspond to symbols used by the Unified Soil Classification System and ASTM classification methods. Dual letter symbols (e.g., SP-SM for sand or gravel) indicate soil with an estimated 5-15% fines. Multiple letter symbols (e.g., ML/CL) indicate borderline or multiple soil classifications.
  - Soil descriptions are based on the general approach presented in the Standard Practice for Description and Identification of Soils (Visual-Manual Procedure), outlined in ASTM D 2488. Where laboratory index testing has been conducted, soil classifications are based on the Standard Test Method for Classification of Soils for Engineering Purposes, as outlined in ASTM D 2487.
  - Soil description terminology is based on visual estimates (in the absence of laboratory test data) of the percentages of each soil type and is defined as follows:
    - Primary Constituent: > 50% - "GRAVEL," "SAND," "SILT," "CLAY," etc.
    - Secondary Constituents: > 30% and ≤ 50% - "very gravelly," "very sandy," "very silty," etc.
    - > 15% and ≤ 30% - "gravelly," "sandy," "silty," etc.
    - Additional Constituents: > 5% and ≤ 15% - "with gravel," "with sand," "with silt," etc.
    - ≤ 5% - "with trace gravel," "with trace sand," "with trace silt," etc., or not noted.
  - Soil density or consistency descriptions are based on judgement using a combination of sampler penetration blow counts, drilling or excavating conditions, field tests, and laboratory tests, as appropriate.

Drilling and Sampling Key		Field and Lab Test Data
SAMPLER TYPE	SAMPLE NUMBER & INTERVAL	
Code	Description	Code
a	3.25-inch O.D., 2.42-inch I.D. Split Spoon	PP = 1.0
b	2.00-inch O.D., 1.50-inch I.D. Split Spoon	TV = 0.5
c	Shelby Tube	PID = 100
d	Grab Sample	W = 10
e	Single-Tube Core Barrel	D = 120
f	Double-Tube Core Barrel	-200 = 60
g	2.50-inch O.D., 2.00-inch I.D. WSDOT	GS
h	3.00-inch O.D., 2.375-inch I.D. Mod. California	AL
i	Other - See text if applicable	GT
1	300-lb Hammer, 30-inch Drop	CA
2	140-lb Hammer, 30-inch Drop	
3	Pushed	
4	Vibrocore (Rotasonic/Geoprobe)	
5	Other - See text if applicable	

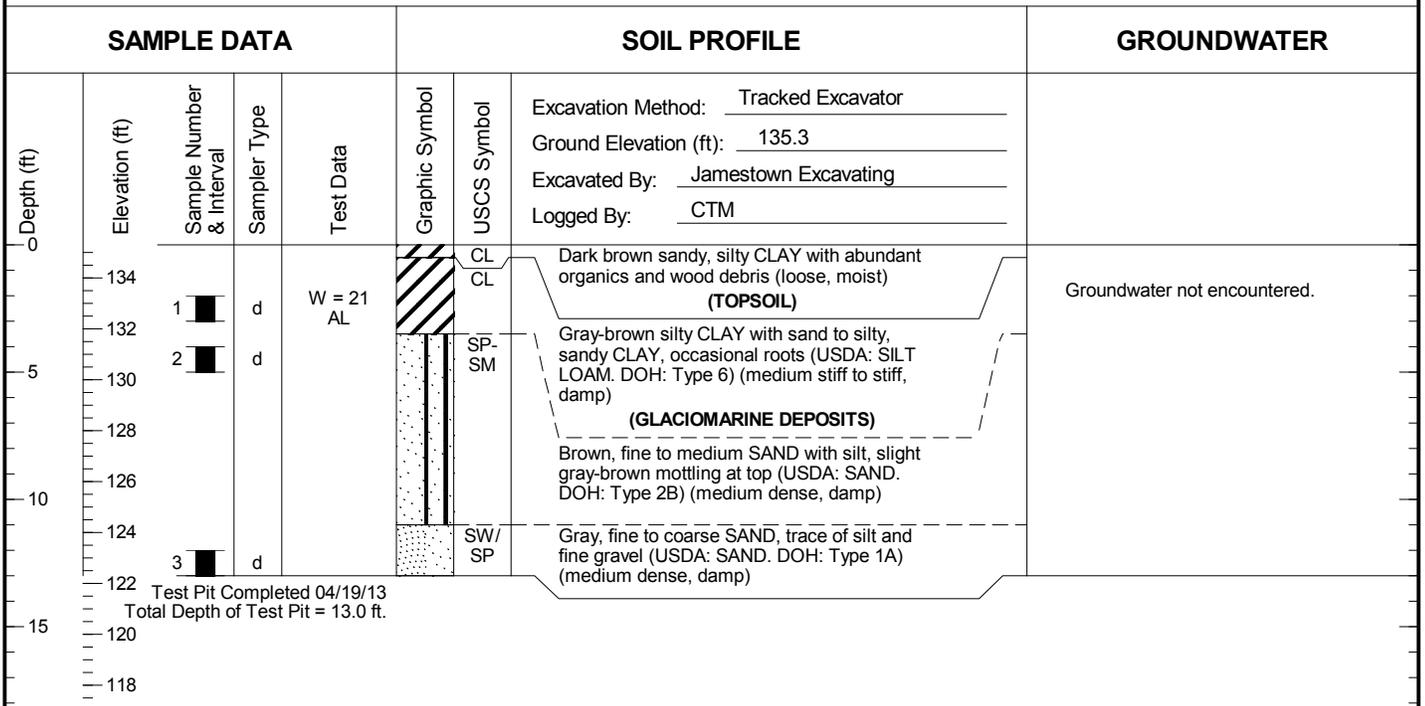


Groundwater	
	Approximate water level at time of drilling (ATD)
	Approximate water level at time other than ATD

## TP- 1



## TP- 2



- Notes:
1. Stratigraphic contacts are based on field interpretations and are approximate.
  2. Reference to the text of this report is necessary for a proper understanding of subsurface conditions.
  3. Refer to "Soil Classification System and Key" figure for explanation of graphics and symbols.

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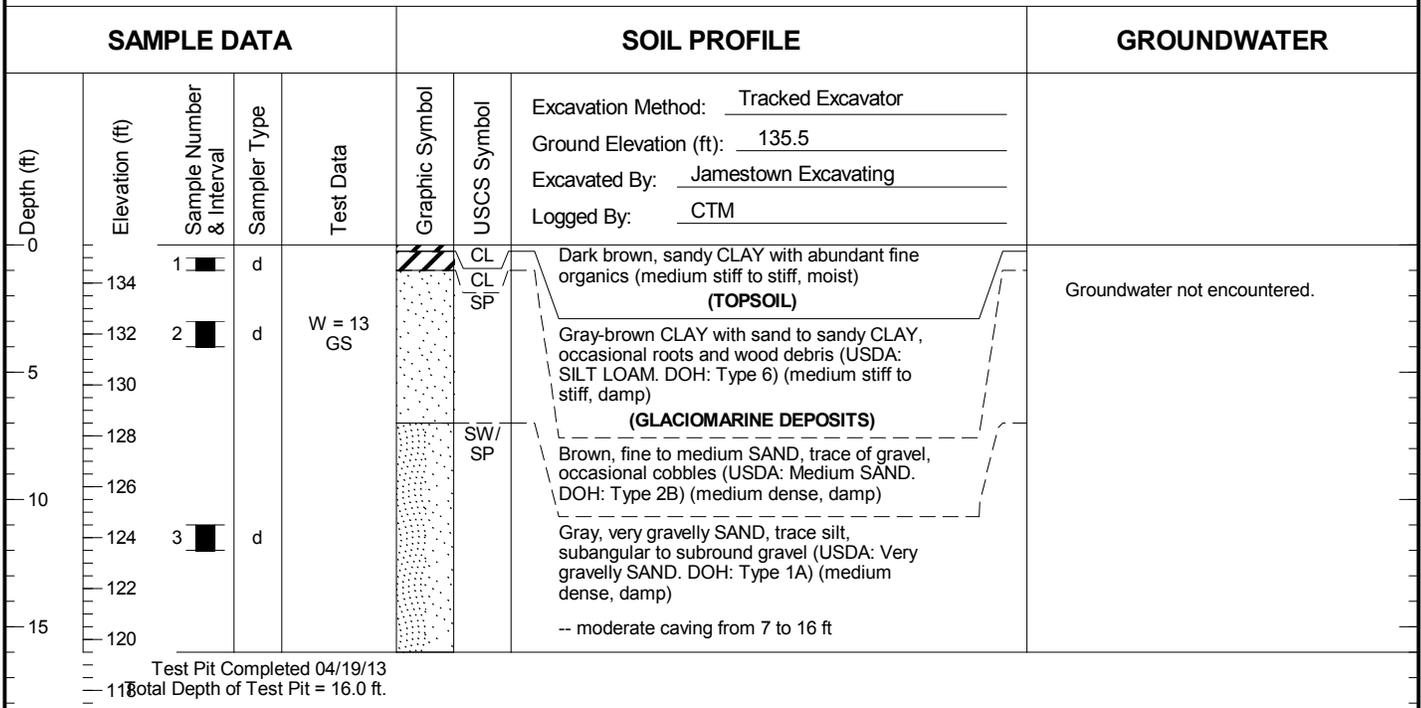


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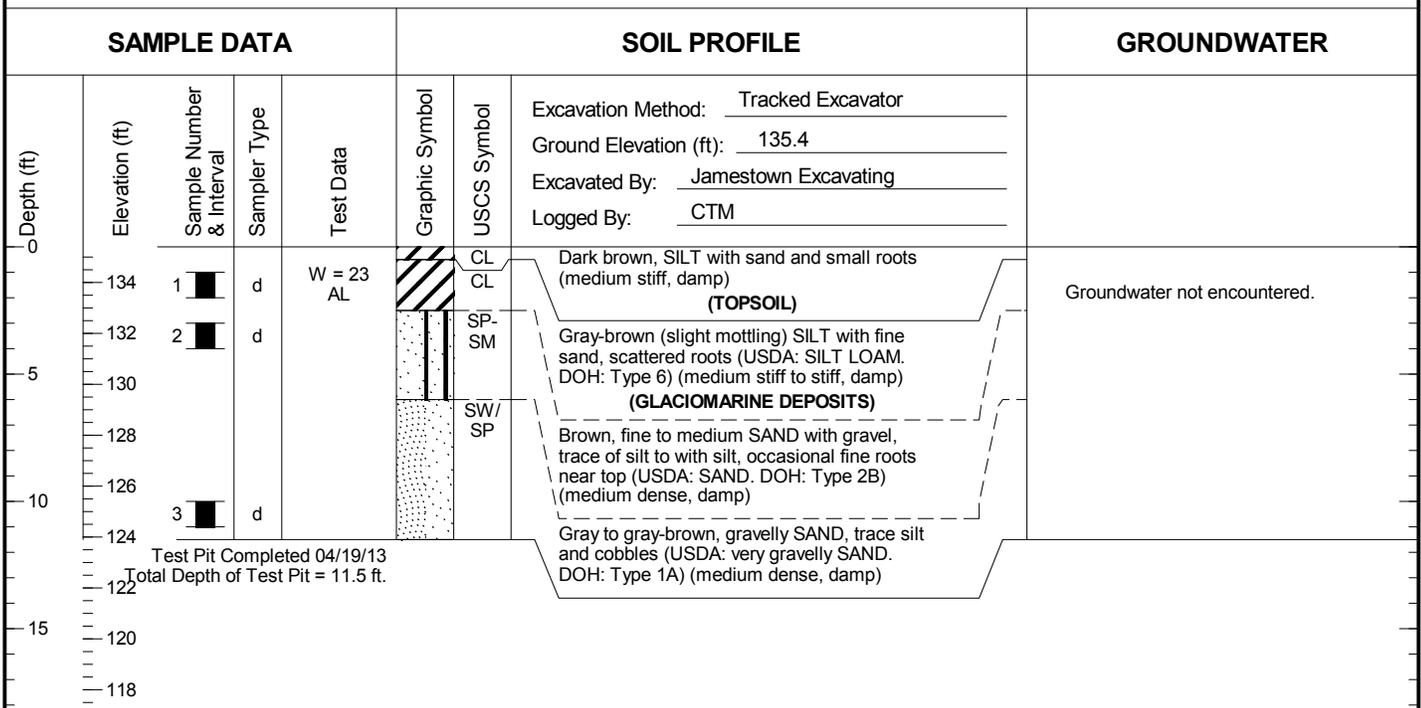
Log of Test Pits

Figure  
**A-2**

### TP- 3



### TP- 4



- Notes:
1. Stratigraphic contacts are based on field interpretations and are approximate.
  2. Reference to the text of this report is necessary for a proper understanding of subsurface conditions.
  3. Refer to "Soil Classification System and Key" figure for explanation of graphics and symbols.

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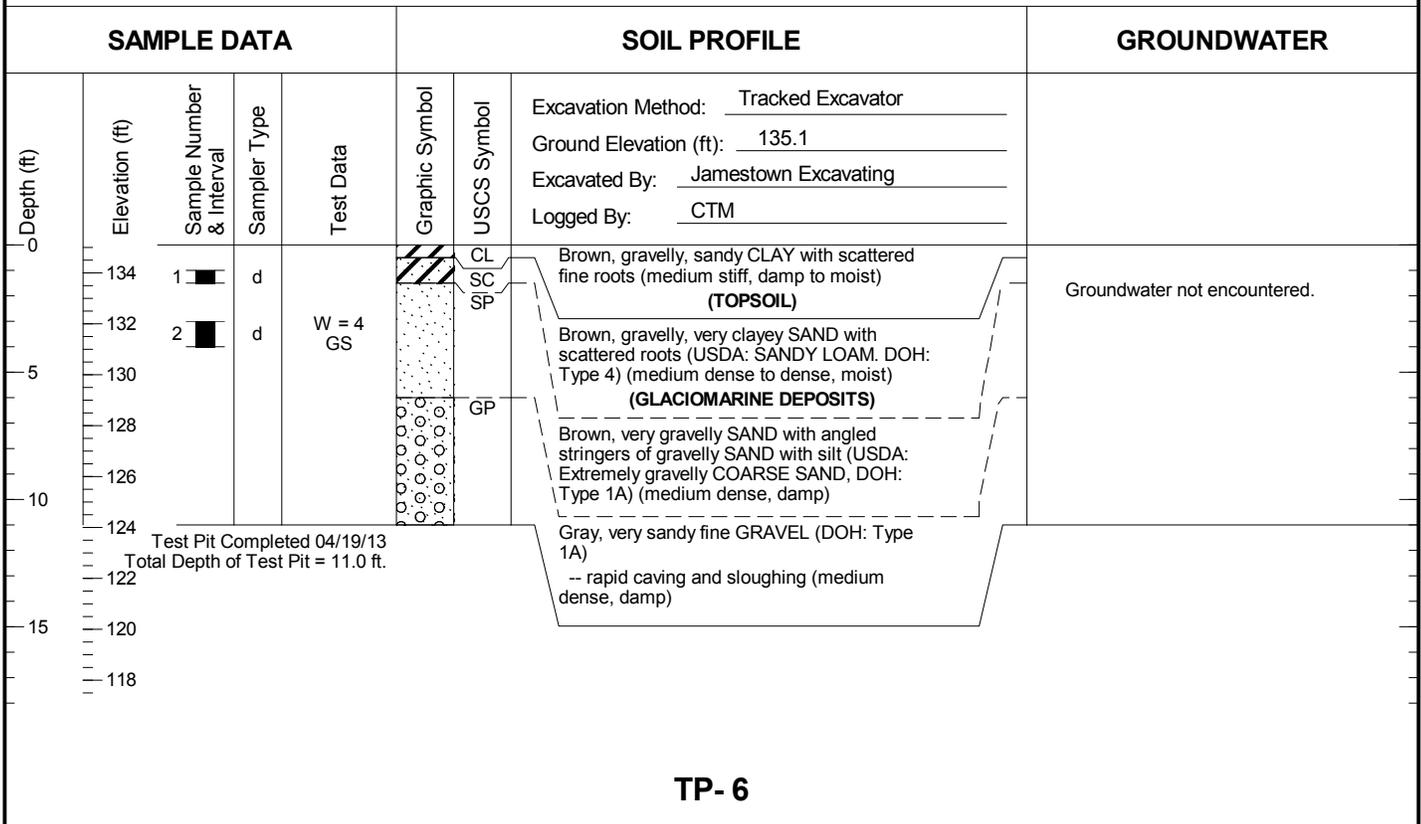


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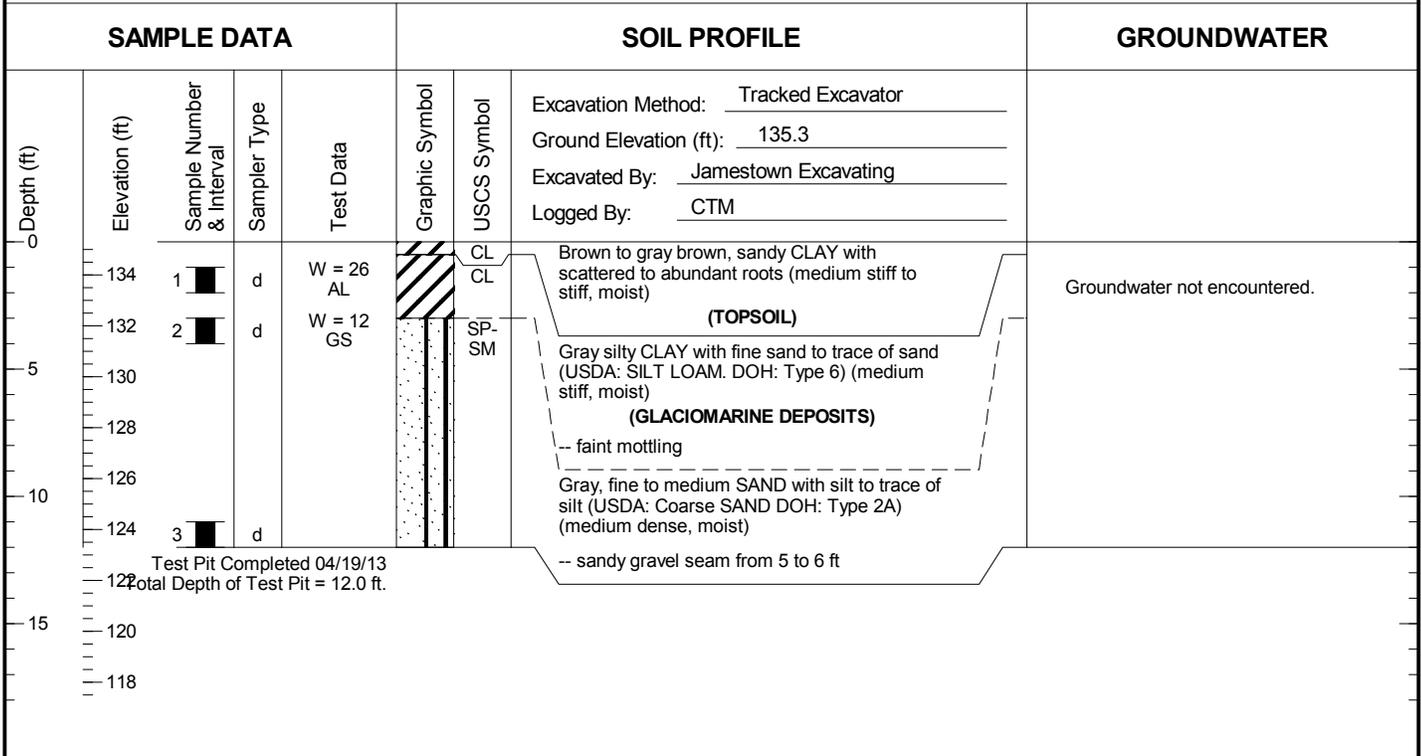
Log of Test Pits

Figure  
**A-3**

### TP- 5



### TP- 6



- Notes:
1. Stratigraphic contacts are based on field interpretations and are approximate.
  2. Reference to the text of this report is necessary for a proper understanding of subsurface conditions.
  3. Refer to "Soil Classification System and Key" figure for explanation of graphics and symbols.

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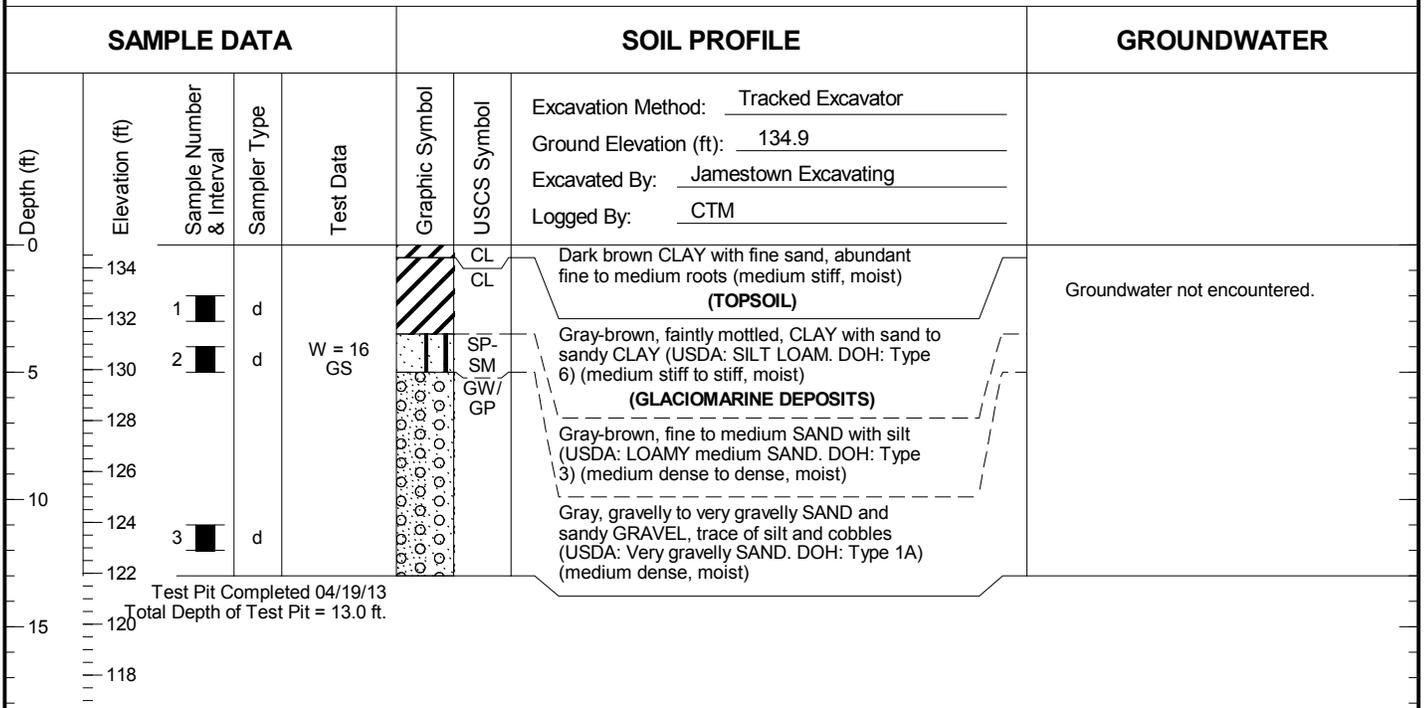


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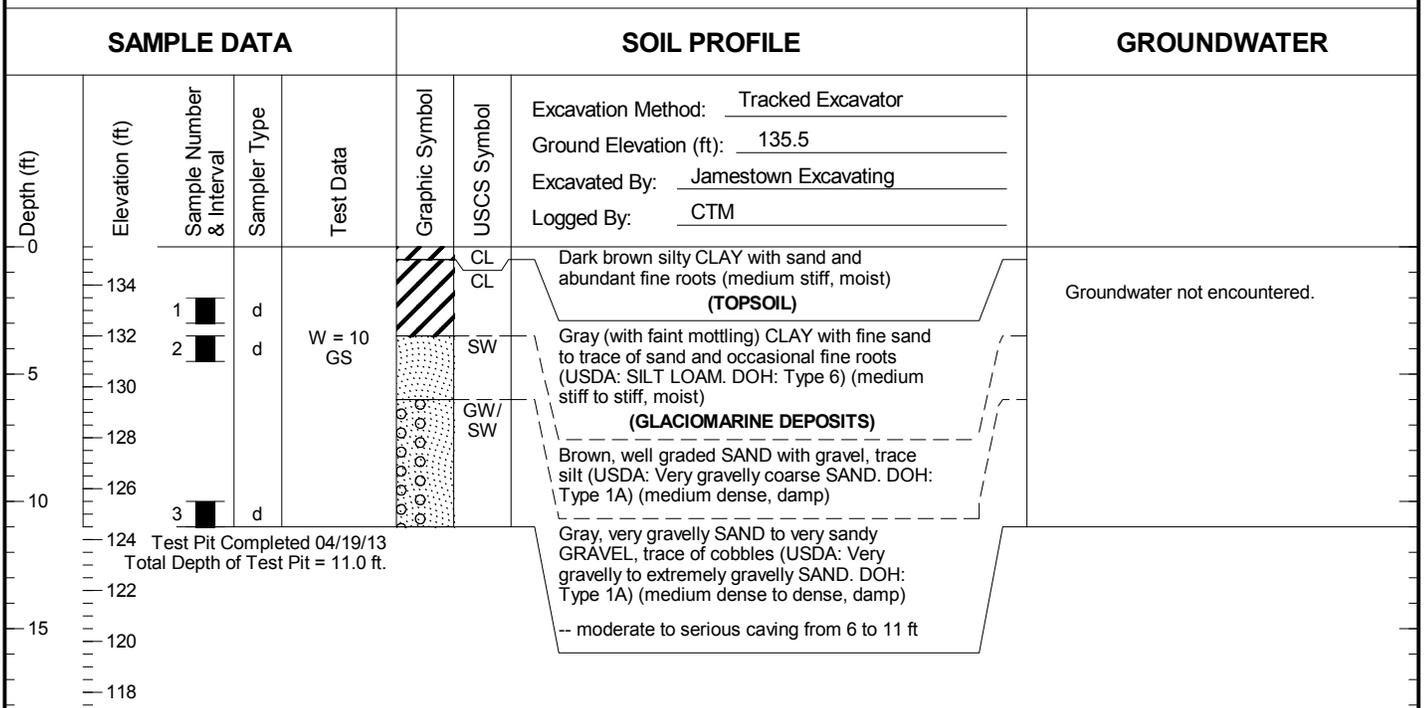
Log of Test Pits

Figure  
**A-4**

## TP- 7



## TP- 8



- Notes:
1. Stratigraphic contacts are based on field interpretations and are approximate.
  2. Reference to the text of this report is necessary for a proper understanding of subsurface conditions.
  3. Refer to "Soil Classification System and Key" figure for explanation of graphics and symbols.

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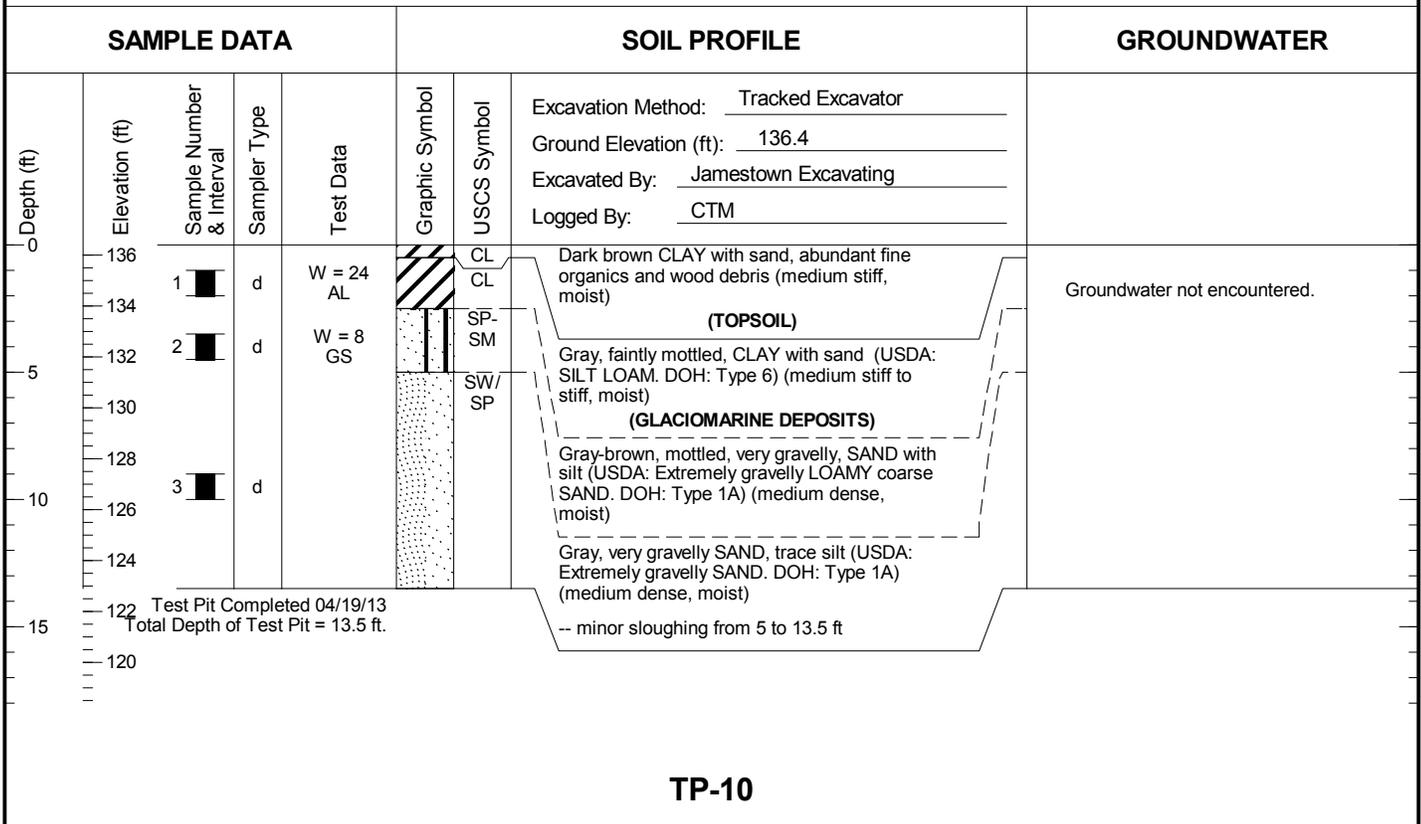


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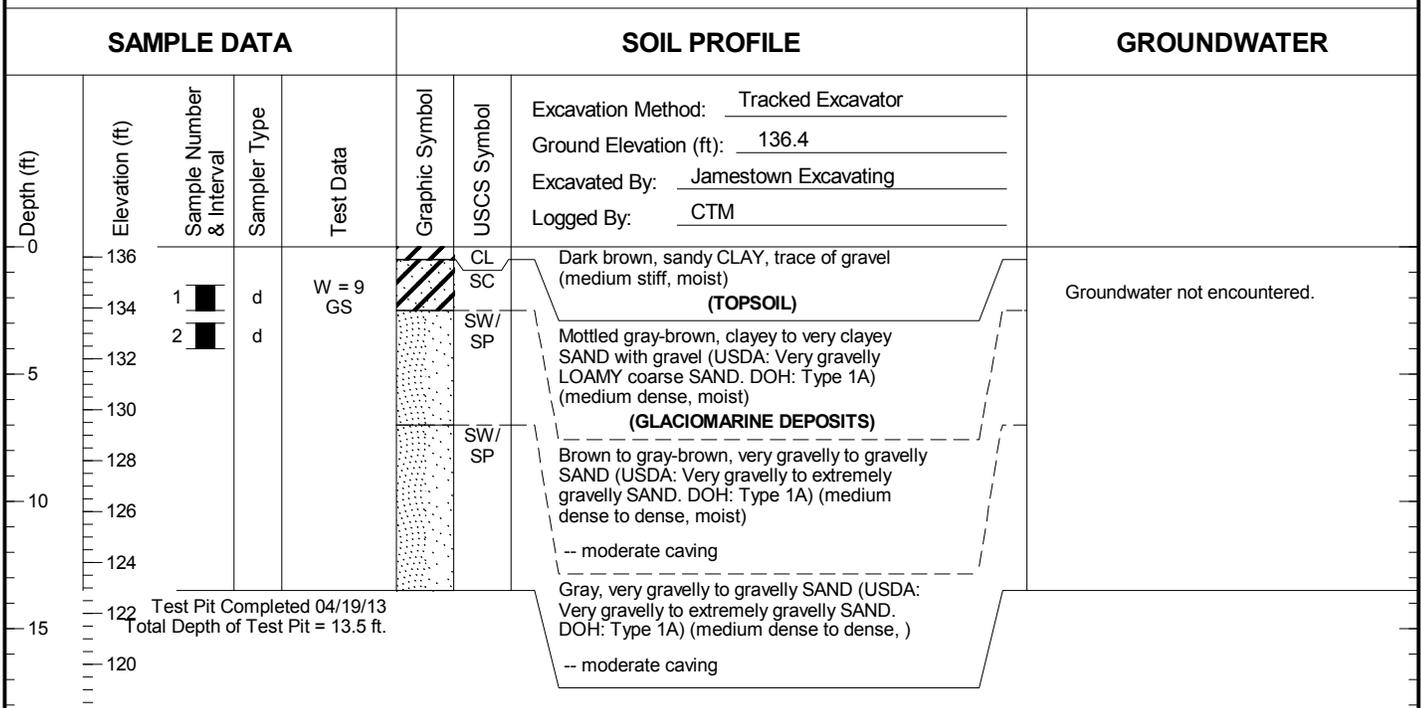
Log of Test Pits

Figure  
**A-5**

### TP- 9



### TP-10



- Notes:
1. Stratigraphic contacts are based on field interpretations and are approximate.
  2. Reference to the text of this report is necessary for a proper understanding of subsurface conditions.
  3. Refer to "Soil Classification System and Key" figure for explanation of graphics and symbols.

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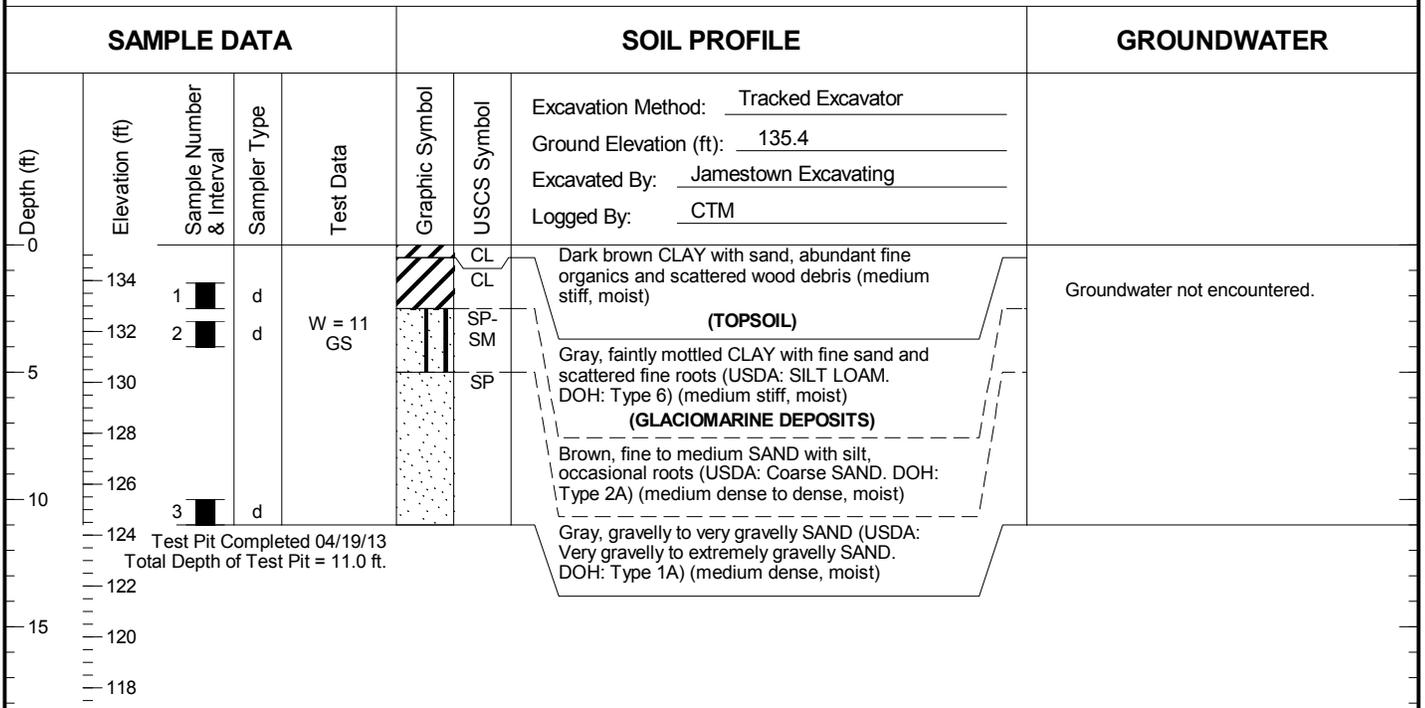


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Log of Test Pits

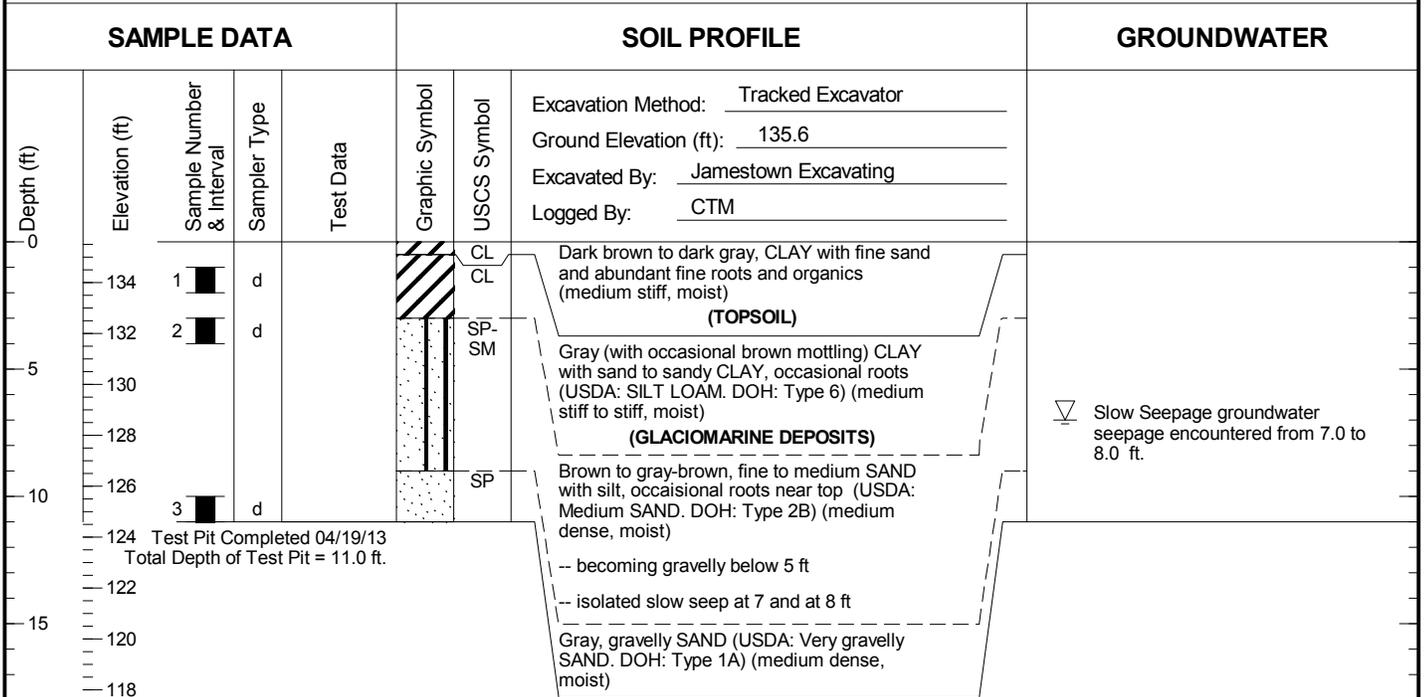
Figure  
**A-6**

## TP-11



Groundwater not encountered.

## TP-12



▽ Slow Seepage groundwater seepage encountered from 7.0 to 8.0 ft.

- Notes:
1. Stratigraphic contacts are based on field interpretations and are approximate.
  2. Reference to the text of this report is necessary for a proper understanding of subsurface conditions.
  3. Refer to "Soil Classification System and Key" figure for explanation of graphics and symbols.

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Log of Test Pits

Figure  
**A-7**

# Laboratory Testing

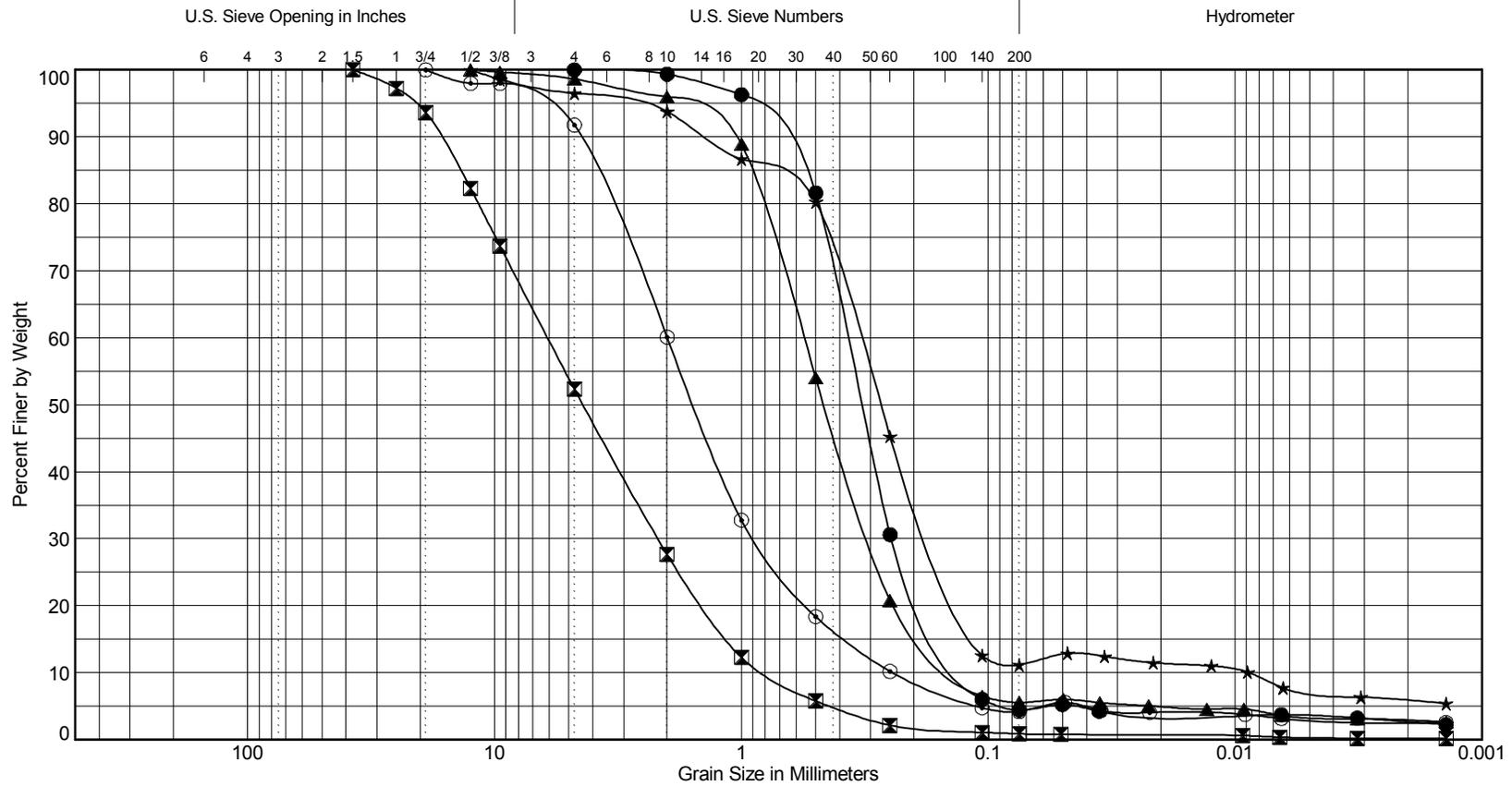
## **APPENDIX B LABORATORY TESTING**

Soil samples were collected from test pits during field exploration as described in Appendix A. Samples were checked in our Edmonds laboratory against the field log descriptions, which were updated where appropriate in general accordance with ASTM D 2487, *Standard Test Method for Classification of Soils for Engineering Purposes*, which is consistent with the Unified Soil Classification System. Following laboratory testing, the test results were used to further adjust the USCS classifications and to append these with descriptions according to the USDA and Washington Department of Health soil classification systems. Index laboratory tests were performed on selected samples to estimate engineering properties of the soils at the project site. Index tests performed include moisture content determinations, grain-size distribution, and Atterberg limits.

Natural moisture content determinations were performed in general accordance with ASTM D2216 on soil samples obtained from the borings. The natural moisture content is shown as “W=xx” (percent of dry weight) at the respective sample depth in the column labeled “Test Data” on the test pit logs.

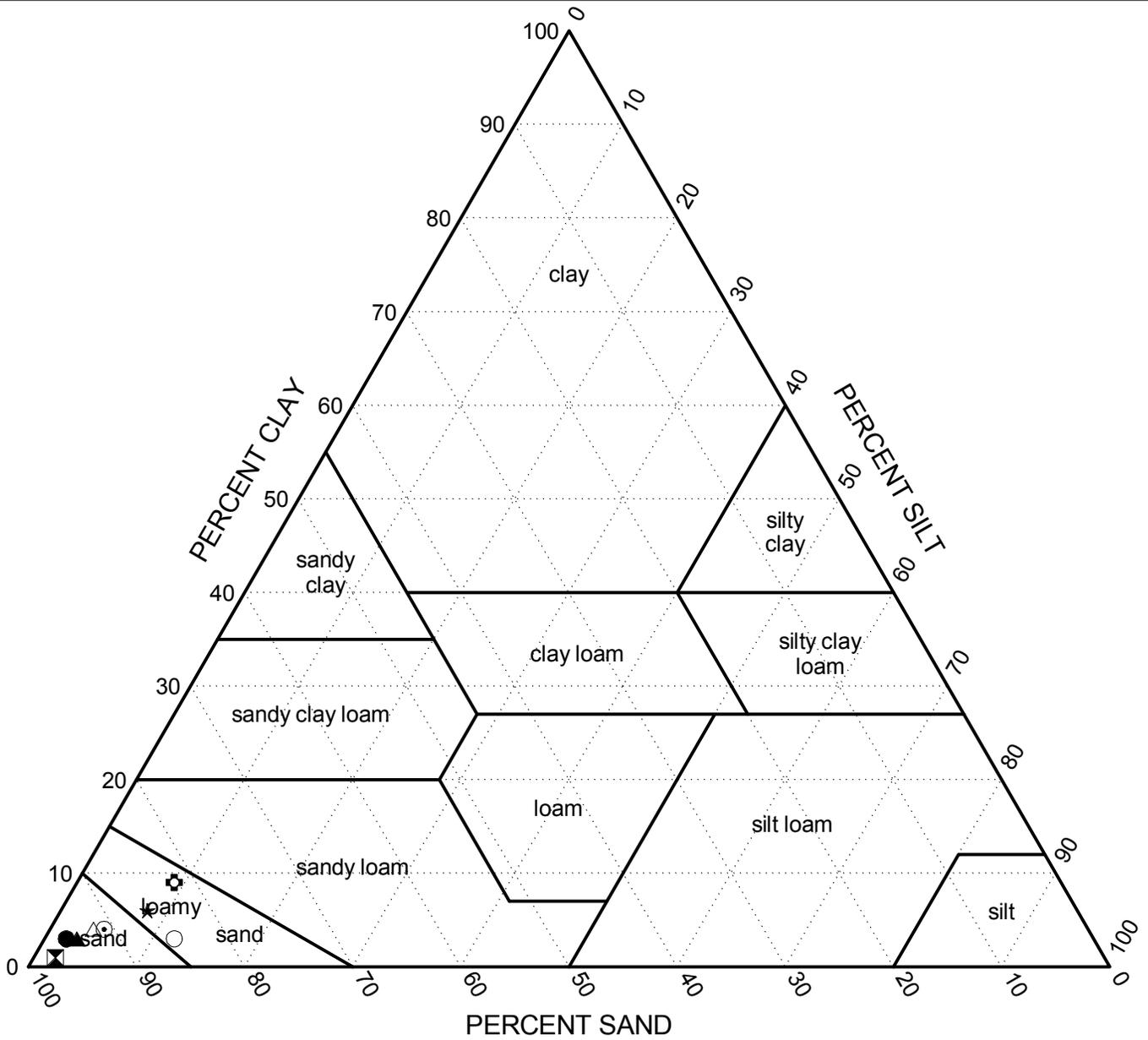
Grain-size distribution was determined in accordance with ASTM D 422 and included both mechanical sieving and hydrometer analysis; sieves were selected to facilitate full classification according to both the USCS and USDA systems (including use of the #270 sieve). The results of grain-size testing are plotted as size distribution curves on Figures B-1 and B-2; the clay, silt, and sand constituents are plotted in the form of a USDA triangle on Figure B-3. Samples selected for grain-size testing are designated with a “GS” in the column labeled “Test Data” on the test pit logs.

Atterberg limit determinations were performed on representative soil samples obtained from the test pits in accordance with ASTM D 4318. Samples selected for Atterberg limits are designated with an “AL” in the column labeled “Test Data” on the test pit logs. The results of the Atterberg Limits are shown on Figure B-4 in this appendix.

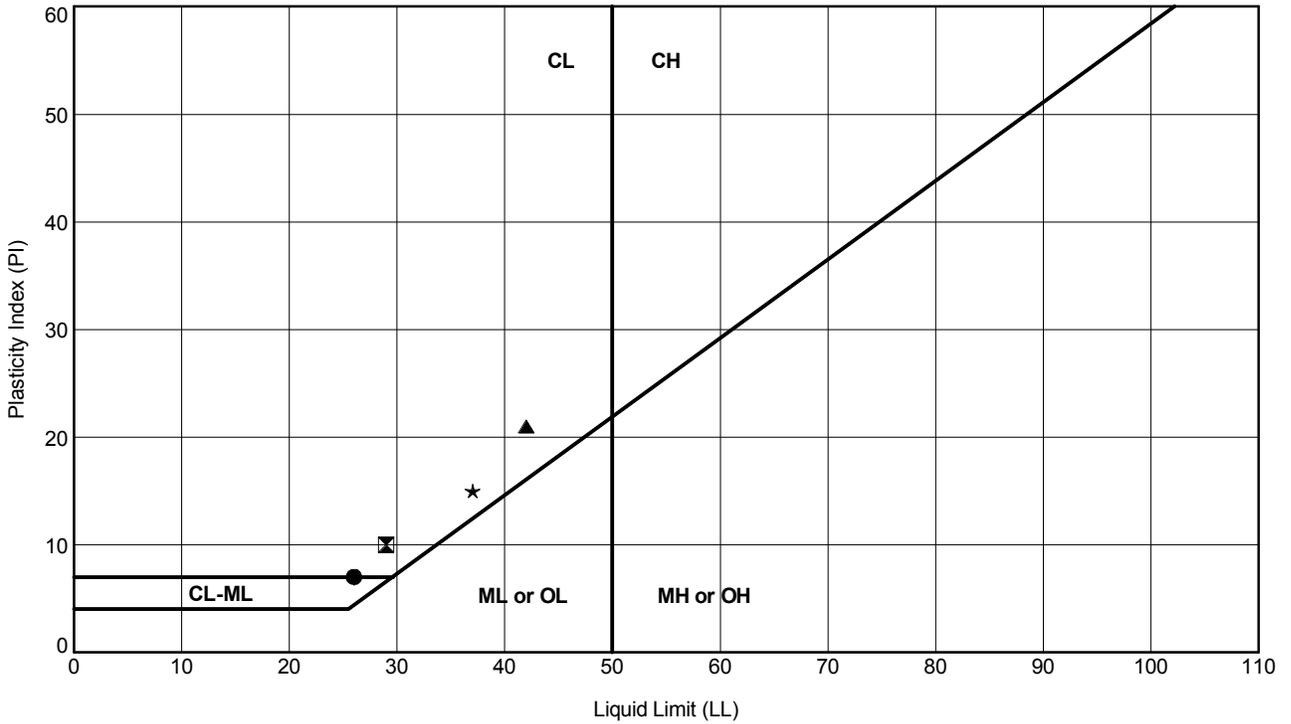




813007.01 7/10/13 N:\PROJECTS\813007\010.GPJ USDA TEXTURAL CLASSIFICATION



	Exploration Number	Sample Number	Depth (ft)	Natural Moisture (%)	USDA Textural Classification	USCS Classification
●	TP- 3	S-2	3.0	13	SAND	SP
☒	TP- 5	S-2	3.0	4	SAND	SP
▲	TP- 6	S-2	3.0	12	SAND	SP-SM
★	TP- 7	S-2	4.0	16	LOAMY SAND	SP-SM
⊙	TP- 8	S-2	3.5	10	SAND	SW
⊕	TP- 9	S-2	3.5	8	LOAMY SAND	SP-SM
○	TP-10	S-1	1.5	9	LOAMY SAND	SW-SM
△	TP-11	S-2	3.0	11	SAND	SP-SM



### ATTERBERG LIMIT TEST RESULTS

Symbol	Exploration Number	Sample Number	Depth (ft)	Liquid Limit (%)	Plastic Limit (%)	Plasticity Index (%)	Natural Moisture (%)	Soil Description	Unified Soil Classification
●	TP- 2	S-1	2.0	26	19	7	21	Gray-brown, sandy CLAY	CL
⊠	TP- 4	S-1	1.0	29	19	10	23	Gray-brown CLAY with fine sand	CL
▲	TP- 6	S-1	1.0	42	21	21	26	Gray CLAY with fine sand to trace of sand	CL
★	TP- 9	S-1	1.0	37	22	15	24	Gray CLAY with sand	CL

ASTM D 4318 Test Method

813007.01 7/10/13 N:\PROJECTS\813007\010.GPJ ATTERBERG LIMITS FIGURE



Jefferson Transit Authority  
Maintenance and Administration  
Facility  
Jefferson County, Washington

Plasticity Chart

Figure  
**B-4**

**JEFFERSON TRANSIT  
SEPTIC REPORT**

# Drainfield Bed Piping Calculations

## Input Parameters

Orifice Size	1/8	inches
Residual Head at Last Orifice	7.0	feet
Orifice Spacing	3.00	feet
Number of Laterals per Cell	10	
Lateral Length	30.0	feet
Lateral Pipe Class/Schedule	200	
Lateral Line Size	1.00	inches
Distributing Valve Mode	4402	
Manifold Length	8.0	feet
Manifold Pipe Class/Schedule	200	
Manifold Line Size	1.50	inches
Lift to Manifold	4.0	feet
Transport Length	50.0	feet
Transport Pipe Class/Schedule	200	
Transport Line Size	1.50	inches
Discharge Assembly Size	2.00	inches
Flow Meter	None	inches
'Add-on' Friction Losses	0.0	feet

## Calculation

Minimum Flow Rate per Orifice	0.51	gpm
Number of Orifices per Zone	55	
Total Flow Rate per Zone	28.2	gpm
Number of Laterals per Zone	5	
% Flow Differential 1st and Last Orifice	0.8	%

## Size Pump For

Design Flow Rate	28.2	gpm
Total Dynamic Head	25.3	feet

## Static Heads

Lift to Manifold	4.0	feet
Residual Head at Last Orifice	7.0	feet

## Frictional Head Losses

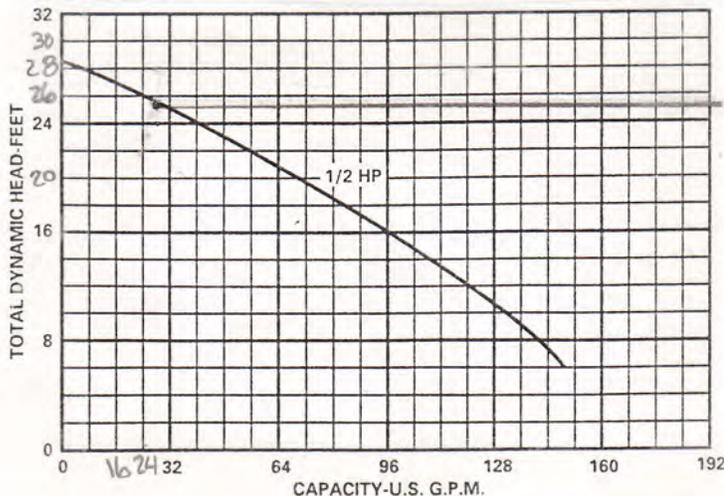
Head Loss in Laterals	0.1	feet
Head Loss through Distributing Valve	10.8	feet
Head Loss in Manifold	0.1	feet
Head Loss in Transport Pipe	1.7	feet
Head Loss through Discharge	1.6	feet
Head Loss through Flow Meter	0.0	feet
'Add-on' Friction Losses	0.0	feet

Pump Rate	28.2 G.P.M.
T.D.H.	25.5 Feet
Residual Head	7 Feet
Dose Frequency	10 Per 24 Hours
Dose Volume	62 Gallons
Pump Running Time	2.2 Minutes

7x RULE:  
 VOLUME OF LATERAL & MANIFOLD = 6.8  
 $\frac{6.8}{2} \times 7 = 24 < 62$  OK

## PUMP PERFORMANCE DATA

HYDROMATIC SP50



**PARNELL ENGINEERING LLC**

William Parnell P.E.

10623 Hunters Lane S.E., Olympia, 98513

13107

360-491-3243

**SEPTIC PERMIT APPLICATION**

PROPERTY OWNER JEFFERSON TRANSIT  
 MAILING ADDRESS 1615 W. SIMS WAY  
PORT TOWNSEND, WA 98368  
 PHONE (360) 385-3020 CONTACT: TAMI ROBERT  
 SYSTEM DESIGNER WILLIAM PARWELL Designer Phone # 360-491-3243  
 LEGAL DESCRIPTION: Section 33 Township 30N Range 1W PARCEL # 001332009  
 Subdivision Name \_\_\_\_\_ Division \_\_\_\_\_ Block \_\_\_\_\_ Lot(s) A  
 Site address/Directions to site FOUR CORNERS ROAD & STATE ROUTE 20, NE CORNER OF INTERSECTION

<b>SOURCE OF SEWAGE/USE</b> Residential _____ Residential ADU _____ Commercial <u>X</u> Community _____
<b>SYSTEM TYPE</b> Conventional <u>X</u> Alternative _____

<b>TYPE OF WORK</b> New <u>X</u> Tank/s only _____ Modification _____ Expansion _____ Upgrade _____ Repair _____ Partial Repair - (tank) _____ (drainfield) _____ Designate Reserve Area _____ Redesign _____
---

<b>WATER SOURCE</b> Private _____ Public <u>X</u>
<b>SITE SIZE</b> <u>10.6 AC</u> <b>Previous Evaluation</b> Yes # _____ No _____

<b>SYSTEM DETAILS</b>		
Number of Gallons/day <u>615</u>	Soil type <u>1</u> (attach soil eval.)	Application Rate <u>1.0</u> gal./sq.ft./day
Drainfield Length <u>31' EA</u> ft.	Trench Width <u>10</u> ft.	Trench/Bed Depth <u>66"</u> in.
Septic Tank size <u>62' TOTAL 1860</u> gal.	Pump Chamber size <u>1896</u> gal.	<u>FLOODED</u>
TYPE of system <u>FLOODED SAND LINED BED, PRESSURE DISTRIBUTION</u>		

By signing the application form, the applicant/owner attests that the information provided herein is true and correct to the best of their knowledge. Any material falsehood or any omission of a material fact made by the applicant/owner with respect to this application packet may result in this permit being null and void. I further agree to save, indemnify and hold harmless Jefferson County against all liabilities, judgments, court costs, reasonable attorney's fees and expenses which may in any way accrue against Jefferson County as a result of or in consequence of the granting of this permit.

I further agree to provide access and right of entry to Jefferson County and its employees, representatives or agents for the sole purpose of application review and any required later inspections. Staff's access and right of entry will be assumed unless the applicant informs the County in writing at the time of the application that he or she requires prior notice. Inspections shall occur during regular business hours. Initial here if you require notification before entry \_\_\_\_\_

Appeal – A person aggrieved of a decision of the Health Officer may appeal. Appeals shall be submitted to the Health Division in writing within fifteen days after receiving written notice of the decision.

**DISCLAIMER-**This application is for an on-site sewage system that meets the state and county standards in effect on the date of application. This application for an onsite sewage system **DOES NOT assure you of any other County approvals.** For example, it **DOES NOT GUARANTEE** that you will later obtain permission to build a permanent residence or other structure on this parcel. Any future application will be separately judged by the rules and laws in effect at that time.

\_\_\_\_\_  
 Property Owner Signature \_\_\_\_\_ Date

<b>FOR OFFICE USE ONLY</b>			
APPROVED	PARTIAL _____	ASBUILT _____	FINAL _____
	INSP/PUMP TEST _____		PUD _____
	ALL HOLD REQ. MET _____		
Date _____	Fee _____	Rec # _____	Check # _____ Case # SEP _____



**FEDERAL TRANSIT ADMINISTRATIONS  
(FTA)**

**PART 661 BUY AMERICA  
REQUIREMENTS**

Federal Transit Admin., DOT

Pt. 661

**§ 659.39 Oversight agency reporting to the Federal Transit Administration.**

(a) *Initial submission.* Each designated oversight agency with a rail fixed guideway system that is in passenger operations as of April 29, 2005 or will begin passenger operations by May 1, 2006, must make its initial submission to FTA by May 1, 2006. In states with rail fixed guideway systems initiating passenger operations after May 1, 2006, the designated oversight agency must make its initial submission within the time frame specified by the state in its designation submission, but not later than at least sixty (60) days prior to initiation of passenger operations. Any time a state changes its designated oversight agency to carry out the requirements identified in this part, the new oversight agency must make a new initial submission to FTA within thirty (30) days of the designation.

(b) An initial submission must include the following:

(1) Oversight agency program standard and referenced procedures; and

(2) Certification that the system safety program plan and the system security plan have been developed, reviewed, and approved.

(c) *Annual submission.* Before March 15 of each year, the oversight agency must submit the following to FTA:

(1) A publicly available annual report summarizing its oversight activities for the preceding twelve months, including a description of the causal factors of investigated accidents, status of corrective actions, updates and modifications to rail transit agency program documentation, and the level of effort used by the oversight agency to carry out its oversight activities.

(2) A report documenting and tracking findings from three-year safety review activities, and whether a three-year safety review has been completed since the last annual report was submitted.

(3) Program standard and supporting procedures that have changed during the preceding year.

(4) Certification that any changes or modifications to the rail transit agency system safety program plan or system security plan have been reviewed and approved by the oversight agency.

(d) *Periodic submission.* FTA retains the authority to periodically request program information.

(e) *Electronic reporting.* All submissions to FTA required in this part must be submitted electronically using a reporting system specified by FTA.

**§ 659.41 Conflict of interest.**

The oversight agency shall prohibit a party or entity from providing services to both the oversight agency and rail transit agency when there is a conflict of interest, as defined by the state.

**§ 659.43 Certification of compliance.**

(a) Annually, the oversight agency must certify to the FTA that it has complied with the requirements of this part.

(b) The oversight agency must submit each certification electronically to FTA using a reporting system specified by FTA.

(c) The oversight agency must maintain a signed copy of each annual certification to FTA, subject to audit by FTA.

**PART 661—BUY AMERICA REQUIREMENTS**

Sec.

661.1 Applicability.

661.3 Definitions.

661.5 General requirements.

661.6 Certification requirements for procurement of steel or manufactured products.

661.7 Waivers.

661.9 Application for waivers.

661.11 Rolling stock procurements.

661.12 Certification requirement for procurement of buses, other rolling stock and associated equipment.

661.13 Grantee responsibility.

661.15 Investigation procedures.

661.17 Failure to comply with certification.

661.18 Intentional violations.

661.19 Sanctions.

661.20 Rights of parties.

661.21 State Buy America provisions.

AUTHORITY: 49 U.S.C. 5323(j) (formerly sec. 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424); as amended by sec. 337, Pub. L. 100-17; sec. 1048, Pub. L. 102-240; sec. 3020(b), Pub. L. 105-178; and sec. 3023(i) and (k), Pub. L. 109-59); 49 CFR 1.51.

SOURCE: 56 FR 932, Jan. 9, 1991, unless otherwise noted.

## § 661.1

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### § 661.1 Applicability.

Unless otherwise noted, this part applies to all federally assisted procurements using funds authorized by 49 U.S.C. 5323(j); 23 U.S.C. 103(e)(4); and section 14 of the National Capital Transportation Act of 1969, as amended.

[56 FR 932, Jan. 9, 1991, as amended at 72 FR 53696, Sept. 20, 2007]

### § 661.3 Definitions.

As used in this part:

*Act* means the Federal Public Transportation Law (49 U.S.C. Chapter 53).

*Administrator* means the Administrator of FTA, or designee.

*Component* means any article, material, or supply, whether manufactured or unmanufactured, that is directly incorporated into the end product at the final assembly location.

*Contractor* means a party to a third party contract other than the grantee.

*End product* means any vehicle, structure, product, article, material, supply, or system, which directly incorporates constituent components at the final assembly location, that is acquired for public use under a federally-funded third-party contract, and which is ready to provide its intended end function or use without any further manufacturing or assembly change(s). A list of representative end products is included at Appendix A to this section.

*FTA* means the Federal Transit Administration.

*Grantee* means any entity that is a recipient of FTA funds.

*Manufactured product* means an item produced as a result of the manufacturing process.

*Manufacturing process* means the application of processes to alter the form or function of materials or of elements of the product in a manner adding value and transforming those materials or elements so that they represent a new end product functionally different from that which would result from mere assembly of the elements or materials.

*Negotiated procurement* means a contract awarded using other than sealed bidding procedures.

*Rolling stock* means transit vehicles such as buses, vans, cars, railcars, loco-

motives, trolley cars and buses, and ferry boats, as well as vehicles used for support services.

*System* means a machine, product, or device, or a combination of such equipment, consisting of individual components, whether separate or interconnected by piping, transmission devices, electrical cables or circuitry, or by other devices, which are intended to contribute together to a clearly defined function. Factors to consider in determining whether a system constitutes an end product include: Whether performance warranties apply to an integrated system (regardless of whether components are separately warranted); whether products perform on an integrated basis with other products in a system, or are operated independently of associated products in the system; or whether transit agencies routinely procure a product separately (other than as replacement or spare parts).

*United States* means the several States, the Commonwealth of Puerto Rico, the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands.

#### APPENDIX A TO § 661.3—END PRODUCTS

The following is a list of representative end products that are subject to the requirements of Buy America. This list is representative, not exhaustive.

(1) *Rolling stock end products*: All individual items identified as rolling stock in § 661.3 (e.g., buses, vans, cars, railcars, locomotives, trolley cars and buses, ferry boats, as well as vehicles used for support services); train control, communication, and traction power equipment that meets the definition of end product at § 661.3 (e.g., a communication or traction power system, including manufactured bimetallic power rail).

(2) *Steel and iron end products*: Items made primarily of steel or iron such as structures, bridges, and track work, including running rail, contact rail, and turnouts.

(3) *Manufactured end products*: Infrastructure projects not made primarily of steel or iron, including structures (terminals, depots, garages, and bus shelters), ties and ballast; contact rail not made primarily of steel or iron; fare collection systems; computers; information systems; security systems; data processing systems; and mobile lifts, hoists, and elevators.

[72 FR 53696, Sept. 20, 2007, as amended at 74 FR 30239, June 25, 2009]

§ 661.5 General requirements.

(a) Except as provided in § 661.7 and § 661.11 of this part, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.

(b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

(c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.

(d) For a manufactured product to be considered produced in the United States:

(1) All of the manufacturing processes for the product must take place in the United States; and

(2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

[61 FR 6302, Feb. 16, 1996, as amended at 74 FR 30239, June 25, 2009]

§ 661.6 Certification requirements for procurement of steel or manufactured products.

If steel, iron, or manufactured products (as defined in §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the require-

ments of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date \_\_\_\_\_
Signature \_\_\_\_\_
Company \_\_\_\_\_
Name \_\_\_\_\_
Title \_\_\_\_\_

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date \_\_\_\_\_
Signature \_\_\_\_\_
Company \_\_\_\_\_
Name \_\_\_\_\_
Title \_\_\_\_\_

[71 FR 14117, Mar. 21, 2006, as amended at 72 FR 53696, Sept. 20, 2007]

§ 661.7 Waivers.

(a) Section 5323(j)(2) of Title 49 United States Code provides that the general requirements of 49 U.S.C. 5323(j)(1) shall not apply in four specific instances. This section sets out the conditions for the three statutory waivers based on public interest, non-availability, and price-differential. Section 661.11 of this part sets out the conditions for the fourth statutory waiver governing the procurement of rolling stock and associated equipment.

(b) Under the provision of 49 U.S.C. 5323(j)(2)(A), the Administrator may waive the general requirements of 49 U.S.C. 5323(j)(1) if the Administrator finds that their application would be inconsistent with the public interest. In determining whether the conditions exist to grant this public interest waiver, the Administrator will consider all appropriate factors on a case-by-case basis, unless a general exception is specifically set out in this part. When granting a public interest waiver, the Administrator shall issue a detailed written statement justifying why the waiver is in the public interest. The Administrator shall publish this justification in the FEDERAL REGISTER, providing the public with a reasonable

## § 661.7

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time for notice and comment of not more than seven calendar days.

(c) Under the provision of 49 U.S.C. 5323(j)(2), the Administrator may waive the general requirements of 49 U.S.C. 5323(j) if the Administrator finds that the materials for which a waiver is requested are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.

(1) It will be presumed that the conditions exist to grant this non-availability waiver if no responsive and responsible bid is received offering an item produced in the United States.

(2) In the case of a sole source procurement, the Administrator will grant this non-availability waiver only if the grantee provides sufficient information which indicates that the item to be procured is only available from a single source or that the item to be procured is not produced in sufficient and reasonably available quantities of a satisfactory quality in the United States.

(3) After contract award, the Administrator may grant a non-availability waiver under this paragraph, in any case in which a bidder or offeror originally certified compliance with the Buy America requirements in good faith, but can no longer comply with its certification. The Administrator will grant a non-availability waiver only if the grantee provides sufficient evidence that the original certification was made in good faith and that the item to be procured cannot now be obtained domestically due to commercial impossibility or impracticability. In determining whether the conditions exist to grant a post-award non-availability waiver, the Administrator will consider all appropriate factors on a case-by-case basis.

(d) Under the provision of section 165(b)(4) of the Act, the Administrator may waive the general requirements of section 165(a) if the Administrator finds that the inclusion of a domestic item or domestic material will increase the cost of the contract between the grantee and its supplier of that item or material by more than 25 percent. The Administrator will grant this price-differential waiver if the amount of the lowest responsive and responsible bid offering the item or material that is

not produced in the United States multiplied by 1.25 is less than the amount of the lowest responsive and responsible bid offering the item or material produced in the United States.

(e) The four statutory waivers of 49 U.S.C. 5323(j)(2) as set out in this part shall be treated as being separate and distinct from each other.

(f) The waivers described in paragraphs (b) and (c) of this section may be granted for a component or subcomponent in the case of the procurement of the items governed by 49 U.S.C. 5323(j)(2)(C) (requirements for rolling stock). If a waiver is granted for a component or a subcomponent, that component or subcomponent will be considered to be of domestic origin for the purposes of § 661.11 of this part.

(g) The waivers described in paragraphs (b) and (c) of this section may be granted for a specific item or material that is used in the production of a manufactured product that is governed by the requirements of § 661.5(d) of this part. If such a waiver is granted to such a specific item or material, that item or material will be treated as being of domestic origin.

(h) The provisions of this section shall not apply to products produced in a foreign country if the Secretary, in consultation with the United States Trade Representative, determines that:

(1) That foreign country is party to an agreement with the United States pursuant to which the head of an agency of the United States has waived the requirements of this section; and

(2) That foreign country has violated the terms of the agreement by discriminating against products covered by this section that are produced in the United States and are covered by the agreement.

### APPENDIX A TO § 661.7—GENERAL WAIVERS

(a) All waivers published in 48 CFR 25.104 which establish excepted articles, materials, and supplies for the Buy American Act of 1933 (41 U.S.C. 10a-d), as the waivers may be amended from time to time, apply to this part under the provisions of § 661.7 (b) and (c).

(b) Under the provisions of § 661.7 (b) and (c) of this part, a general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general

waiver does not extend to a product or device which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

(c) Under the provisions of § 661.7(b) of this part, a general public interest waiver from the Buy America requirements for “small purchases” (as defined in the “common grant rule,” at 49 CFR 18.36(d)) made by FTA grantees with capital, planning, or operating assistance.

[56 FR 932, Jan. 9, 1991, as amended at 60 FR 37928, July 24, 1995, 61 FR 6302, Feb. 16, 1996; 71 FR 14117, Mar. 21, 2006; 72 FR 53697, Sept. 20, 2007; 74 FR 30239, June 25, 2009]

#### § 661.9 Application for waivers.

(a) This section sets out the application procedures for obtaining all waivers, except those general exceptions set forth in this part for which individual applications are unnecessary and those covered by 49 U.S.C. 5323(j)(2)(C). The procedures for obtaining an exception covered by 49 U.S.C. 5323(j)(2)(C) are set forth in § 661.11 of this part.

(b) A bidder or offeror who seeks to establish grounds for an exception must seek the exception, in a timely manner, through the grantee.

(c) Except as provided in paragraph (d) of this section, only a grantee may request a waiver. The request must be in writing, include facts and justification to support the waiver, and be submitted to the Administrator through the appropriate Regional Office.

(d) FTA will consider a request for a waiver from a potential bidder, offeror, or supplier only if the waiver is being sought under § 661.7 (f) or (g) of this part.

(e) The Administrator will issue a written determination setting forth the reasons for granting or denying the exception request. Each request for an exception, and FTA’s action on the request, are available for public inspection under the provisions of 49 CFR part 601, subpart C.

[56 FR 932, Jan. 9, 1991, as amended at 71 FR 14117, Mar. 21, 2006; 72 FR 53697, Sept. 20, 2007]

#### § 661.11 Rolling stock procurements.

(a) The provisions of § 661.5 do not apply to the procurement of buses and other rolling stock (including train control, communication, and traction power equipment), if the cost of components produced in the United States is

more than 60 percent of the cost of all components and final assembly takes place in the United States.

(b) The domestic content requirements in paragraph (a) of this section also apply to the domestic content requirements for components set forth in paragraphs (i), (j), and (l) of this section.

(c) A component is any article, material, or supply, whether manufactured or unmanufactured, that is directly incorporated into an end product at the final assembly location.

(d) A component may be manufactured at the final assembly location if the manufacturing process to produce the component is an activity separate and distinct from the final assembly of the end product.

(e) A component is considered to be manufactured if there are sufficient activities taking place to advance the value or improve the condition of the subcomponents of that component; that is, if the subcomponents have been substantially transformed or merged into a new and functionally different article.

(f) Except as provided in paragraph (k) of this section, a subcomponent is any article, material, or supply, whether manufactured or unmanufactured, that is one step removed from a component (as defined in paragraph (c) of this section) in the manufacturing process and that is incorporated directly into a component.

(g) For a component to be of domestic origin, more than 60 percent of the subcomponents of that component, by cost, must be of domestic origin, and the manufacture of the component must take place in the United States. If, under the terms of this part, a component is determined to be of domestic origin, its entire cost may be used in calculating the cost of domestic content of an end product.

(h) A subcomponent is of domestic origin if it is manufactured in the United States.

(i) If a subcomponent manufactured in the United States is exported for inclusion in a component that is manufactured outside the United States and it receives tariff exemptions under the procedures set forth in 19 CFR 10.11

§661.11

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through 10.24, the subcomponent retains its domestic identity and can be included in the calculation of the domestic content of an end product even if such a subcomponent represents less than 60 percent of the cost of a particular component.

(j) If a subcomponent manufactured in the United States is exported for inclusion in a component manufactured outside the United States and it does not receive tariff exemption under the procedures set forth in 19 CFR 10.11 through 10.24, the subcomponent loses its domestic identity and cannot be included in the calculation of the domestic content of an end product.

(k) Raw materials produced in the United States and then exported for incorporation into a component are not considered to be a subcomponent for the purpose of calculating domestic content. The value of such raw materials is to be included in the cost of the foreign component.

(l) If a component is manufactured in the United States, but contains less than 60 percent domestic subcomponents, by cost, the cost of the domestic subcomponents and the cost of manufacturing the component may be included in the calculation of the domestic content of the end product.

(m) For purposes of this section, except as provided in paragraph (o) of this section:

(1) The cost of a component or a subcomponent is the price that a bidder or offeror must pay to a subcontractor or supplier for that component or subcomponent. Transportation costs to the final assembly location must be included in calculating the cost of foreign components and subcomponents.

(2) If a component or subcomponent is manufactured by the bidder or offeror, the cost of the component is the cost of labor and materials incorporated into the component or subcomponent, an allowance for profit, and the administrative and overhead costs attributable to that component or subcomponent under normal accounting principles.

(n) The cost of a component of foreign origin is set using the foreign exchange rate at the time the bidder or offeror executes the appropriate Buy America certificate.

(o) The cost of a subcomponent that retains its domestic identity consistent with paragraph (j) of this section shall be the cost of the subcomponent when last purchased, f.o.b. United States port of exportation or point of border crossing as set out in the invoice and entry papers or, if no purchase was made, the value of the subcomponent at the time of its shipment for exportation, f.o.b. United States port of exportation or point of border crossing as set out in the invoice and entry papers.

(p) In accordance with 49 U.S.C. 5323(j), labor costs involved in final assembly shall not be included in calculating component costs.

(q) The actual cost, not the bid price, of a component is to be considered in calculating domestic content.

(r) Final assembly is the creation of the end product from individual elements brought together for that purpose through application of manufacturing processes. If a system is being procured as the end product by the grantee, the installation of the system qualifies as final assembly.

(s) [Reserved]

(t) Train control equipment includes, but is not limited to, the following equipment:

- (1) Mimic board in central control
- (2) Dispatcher's console
- (3) Local control panels
- (4) Station (way side) block control relay cabinets
- (5) Terminal dispatcher machines
- (6) Cable/cable trays
- (7) Switch machines
- (8) Way side signals
- (9) Impedance bonds
- (10) Relay rack bungalows
- (11) Central computer control
- (12) Brake equipment
- (13) Brake systems
- (14) Cab Signaling;
- (15) ATO Equipment;
- (16) ATP Equipment;
- (17) Wayside Transponders;
- (18) Trip Stop Equipment;
- (19) Wayside Magnets;
- (20) Speed Measuring Devices;
- (21) Car Axle Counters;
- (22) Communication Based Train Control (CBTC).

(u) Communication equipment includes, but is not limited to, the following equipment:

**Federal Transit Admin., DOT**

**§ 661.11**

- (1) Radios
- (2) Space station transmitter and receivers
- (3) Vehicular and hand-held radios
- (4) PABX telephone switching equipment
- (5) PABX telephone instruments
- (6) Public address amplifiers
- (7) Public address speakers
- (8) Cable transmission system cable
- (9) Cable transmission system multiplex equipment
- (10) Communication console at central control
- (11) Uninterruptible power supply inverters/rectifiers
- (12) Uninterruptible power supply batteries
- (13) Data transmission system central processors
- (14) Data transmission system remote terminals
- (15) Line printers for data transmission system
- (16) Communication system monitor test panel
- (17) Security console at central control
- (18) Antennas;
- (19) Wireless Telemetry Equipment;
- (20) Passenger Information Displays;
- (21) Communications Control Units;
- (22) Communication Control Heads;
- (23) Wireless Intercar Transceivers;
- (24) Multiplexers;
- (25) SCADA Systems;
- (26) LED Arrays;
- (27) Screen Displays such as LEDs and LCDs for communication systems;
- (28) Fiber-optic transmission equipment;
- (29) Fiber-optic transmission equipment;
- (30) Frame or cell based multiplexing equipment; 13) Communication system network elements.
- (v) Traction power equipment includes, but is not limited to the following:
  - (1) Primary AC switch gear
  - (2) Primary AC transformer rectifiers
  - (3) DC switch gear
  - (4) Traction power console and CRT display system at central control
  - (5) Bus ducts with buses (AC and DC)
  - (6) Batteries
  - (7) Traction power rectifier assemblies
  - (8) Distribution panels (AC and DC)

- (9) Facility step-down transformers
- (10) Motor control centers (facility use only)
- (11) Battery chargers
- (12) Supervisory control panel
- (13) Annunciator panels
- (14) Low voltage facility distribution switch board
- (15) DC connect switches
- (16) Negative bus boxes
- (17) Power rail insulators
- (18) Power cables (AC and DC)
- (19) Cable trays
- (20) Instrumentation for traction power equipment
- (21) Connectors, tensioners, and insulators for overhead power wire systems
- (22) Negative drainage boards
- (23) Inverters
- (24) Traction motors
- (25) Propulsion gear boxes
- (26) Third rail pick-up equipment
- (27) Pantographs
- (28) Propulsion Control Systems;
- (29) Surge Arrestors;
- (30) Protective Relaying.
- (31) Bimetallic power rail.
- (w) The power or third rail is not considered traction power equipment and is thus subject to the requirements of 49 U.S.C. 5323(j) and the requirements of § 661.5.
- (x) A bidder on a contract for an item covered by 49 U.S.C. 5323(j) who will comply with section 165(b)(3) and regulations in this section is not required to follow the application for waiver procedures set out in § 661.9. In lieu of these procedures, the bidder must submit the appropriate certificate required by § 661.12.

**APPENDIX A TO § 661.11—GENERAL WAIVERS**

- (a) The provisions of § 661.11 of this part do not apply when foreign sourced spare parts for buses and other rolling stock (including train control, communication, and traction power equipment) whose total cost is 10 percent or less of the overall project contract cost are being procured as part of the same contract for the major capital item.
- (b) [Reserved]

**APPENDIX B TO § 661.11—TYPICAL COMPONENTS OF BUSES**

The following is a list of items that typically would be considered components of a bus. This list is not all-inclusive.  
Car body shells, engines, transmissions, front axle assemblies, rear axle assemblies,

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drive shaft assemblies, front suspension assemblies, rear suspension assemblies, air compressor and pneumatic systems, generator/alternator and electrical systems, steering system assemblies, front and rear air brake assemblies, air conditioning compressor assemblies, air conditioning evaporator/condenser assemblies, heating systems, passenger seats, driver's seat assemblies, window assemblies, entrance and exit door assemblies, door control systems, destination sign assemblies, interior lighting assemblies, front and rear end cap assemblies, front and rear bumper assemblies, specialty steel (structural steel tubing, etc.) aluminum extrusions, aluminum, steel or fiberglass exterior panels, and interior trim, flooring, and floor coverings.

grab rails, destination signs, wheelchair lifts; and road testing, final inspection, repairs and preparation of the vehicles for delivery.

(c) If a manufacturer's final assembly processes do not include all the activities that are typically considered the minimum requirements, it can request a Federal Transit Administration (FTA) determination of compliance. FTA will review these requests on a case-by-case basis to determine compliance with Buy America.

[61 FR 6302, Feb. 16, 1996, as amended at 62 FR 40954, July 31, 1997; 72 FR 53697, Sept. 20, 2007; 72 FR 55103, Sept. 28, 2007; 74 FR 30239, June 25, 2009]

APPENDIX C TO § 661.11—TYPICAL COMPONENTS OF RAIL ROLLING STOCK

The following is a list of items that typically would be considered components of rail rolling stock. This list is not all inclusive.

Car shells, engines, main transformer, pantographs, traction motors, propulsion gear boxes, interior linings, acceleration and braking resistors, propulsion controls, low voltage auxiliary power supplies, air conditioning equipment, air brake compressors, brake controls, foundation brake equipment, articulation assemblies, train control systems, window assemblies, communication equipment, lighting, seating, doors, door actuators and controls, wheelchair lifts and ramps to make the vehicle accessible to persons with disabilities, couplers and draft gear, trucks, journal bearings, axles, diagnostic equipment, and third rail pick-up equipment.

§ 661.12 Certification requirement for procurement of buses, other rolling stock and associated equipment.

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirement contained in § 661.13(b) of this part.

Certificate of Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Date \_\_\_\_\_
Signature \_\_\_\_\_
Company \_\_\_\_\_
Name \_\_\_\_\_
Title \_\_\_\_\_

APPENDIX D TO § 661.11—MINIMUM REQUIREMENTS FOR FINAL ASSEMBLY

(a) Rail Cars: In the case of the manufacture of a new rail car, final assembly would typically include, as a minimum, the following operations: installation and interconnection of propulsion control equipment, propulsion cooling equipment, brake equipment, energy sources for auxiliaries and controls, heating and air conditioning, communications equipment, motors, wheels and axles, suspensions and frames; the inspection and verification of all installation and interconnection work; and the in-plant testing of the stationary product to verify all functions.

Certificate of Non-Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Date \_\_\_\_\_
Signature \_\_\_\_\_
Company \_\_\_\_\_
Name \_\_\_\_\_
Title \_\_\_\_\_

(b) Buses: In the case of a new bus, final assembly would typically include, at a minimum, the installation and interconnection of the engine, transmission, axles, including the cooling and braking systems; the installation and interconnection of the heating and air conditioning equipment; the installation of pneumatic and electrical systems, door systems, passenger seats, passenger

[71 FR 14117, Mar. 21, 2006, as amended at 72 FR 53698, Sept. 20, 2007; 74 FR 30239, June 25, 2009]

**§ 661.13 Grantee responsibility.**

(a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA.

(b) The grantee shall include in its bid or request for proposal (RFP) specification for procurement within the scope of this part an appropriate notice of the Buy America provision. Such specifications shall require, as a condition of responsiveness, that the bidder or offeror submit with the bid or offer a completed Buy America certificate in accordance with §§ 661.6 or 661.12 of this part, as appropriate.

(1) A bidder or offeror who has submitted an incomplete Buy America certificate or an incorrect certificate of noncompliance through inadvertent or clerical error (but not including failure to sign the certificate, submission of certificates of both compliance and non-compliance, or failure to submit any certification), may submit to the FTA Chief Counsel within ten (10) days of bid opening of submission or a final offer, a written explanation of the circumstances surrounding the submission of the incomplete or incorrect certification in accordance with 28 U.S.C. 1746, sworn under penalty of perjury, stating that the submission resulted from inadvertent or clerical error. The bidder or offeror will also submit evidence of intent, such as information about the origin of the product, invoices, or other working documents. The bidder or offeror will simultaneously send a copy of this information to the FTA grantee.

(i) The FTA Chief Counsel may request additional information from the bidder or offeror, if necessary. The grantee may not make a contract award until the FTA Chief Counsel issues his/her determination, except as provided in § 661.15(m).

(ii) [Reserved]

(2) For negotiated procurements, compliance with the Buy America requirements shall be determined on the basis of the certification submitted with the final offer or final revised proposal. However, where a grantee awards on the basis of initial proposals without discussion, the certification submitted with the initial proposal shall control.

(3) Certification based on ignorance of the proper application of the Buy America requirements is not an inadvertent or clerical error.

(c) Whether or not a bidder or offeror certifies that it will comply with the applicable requirement, such bidder or offeror is bound by its original certification (in the case of a sealed bidding procurement) or its certification submitted with its final offer (in the case of a negotiated procurement) and is not permitted to change its certification after bid opening or submission of a final offer. Where a bidder or offeror certifies that it will comply with the applicable Buy America requirements, the bidder, offeror, or grantee is not eligible for a waiver of those requirements.

[56 FR 932, Jan. 9, 1991, as amended at 68 FR 9799, Feb. 28, 2003; 71 FR 14117, Mar. 21, 2006]

**§ 661.15 Investigation procedures.**

(a) It is presumed that a bidder or offeror who has submitted the required Buy America certificate is complying with the Buy America provision. A false certification is a criminal act in violation of 18 U.S.C. 1001.

(b) Any party may petition FTA to investigate the compliance of a successful bidder or offeror with the bidder's or offeror's certification. That party ("the petitioner") must include in the petition a statement of the grounds of the petition and any supporting documentation. If FTA determines that the information presented in the petition indicates that the presumption in paragraph (a) of this section has been overcome, FTA will initiate an investigation.

(c) In appropriate circumstances, FTA may determine on its own to initiate an investigation without receiving a petition from a third party.

(d) When FTA determines under paragraph (b) or (c) of this section to conduct an investigation, it requests that the grantee require the successful bidder or offeror to document its compliance with its Buy America certificate. The successful bidder or offeror has the burden of proof to establish that it is in compliance. Documentation of compliance is based on the specific circumstances of each investigation, and

FTA will specify the documentation required in each case.

(e) The grantee shall reply to the request under paragraph (d) of this section within 15 working days of the request. The investigated party may correspond directly with FTA during the course of investigation, if it informs the grantee that it intends to do so, and if the grantee agrees to such action in writing. The grantee must inform FTA, in writing, that the investigated party will respond directly to FTA. An investigated party may provide confidential or proprietary information (see paragraph (l) of this section) directly to FTA while providing other information required to be submitted as part of the investigation through the grantee.

(f) Any additional information requested or required by FTA must be submitted within 5 working days after the receipt of such request unless specifically exempted by FTA.

(g) The grantee's reply (or that of the bidder or offeror) will be transmitted to the petitioner. The petitioner may submit comments on the reply to FTA within 10 working days after receipt of the reply. The grantee and the low bidder or offeror will be furnished with a copy of the petitioner's comments, and their comments must be received by FTA within 5 working days after receipt of the petitioner's comments.

(h) The failure of a party to comply with the time limits stated in this section may result in resolution of the investigation without consideration of untimely filed comments.

(i) During the course of an investigation, with appropriate notification to affected parties, FTA may conduct site visits of manufacturing facilities and final assembly locations as it considers appropriate.

(j) FTA will, upon request, make available to any interested party information bearing on the substance of the investigation which has been submitted by the petitioner, interested parties or grantees, except to the extent that withholding of information is permitted or required by law or regulation.

(k) If a party submitting information considers that the information submitted contains proprietary material

which should be withheld, a statement advising FTA of this fact may be included, and the alleged proprietary information must be identified wherever it appears. Any comments on the information provided shall be submitted within a maximum of ten days.

(l) For purposes of paragraph (j) of this section, confidential or proprietary material is any material or data whose disclosure could reasonably be expected to cause substantial competitive harm to the party claiming that the material is confidential or proprietary.

(m) When a petition for investigation has been filed before award, the grantee will not make an award before the resolution of the investigation, unless the grantee determines that:

(1) The items to be procured are urgently required;

(2) Delivery of performance will be unduly delayed by failure to make the award promptly; or

(3) Failure to make prompt award will otherwise cause undue harm to the grantee or the Federal Government.

(n) In the event that the grantee determines that the award is to be made during the pendency of an investigation, the grantee will notify FTA before to making such award. FTA reserves the right not to participate in the funding of any contract awarded during the pendency of an investigation.

(o) Initial decisions by FTA will be in written form. Reconsideration of an initial decision of FTA may be requested by any party involved in an investigation. FTA will only reconsider a decision only if the party requesting reconsideration submits new matters of fact or points of law that were not known or available to the party during the investigation. A request for reconsideration of a decision of FTA shall be filed not later than ten (10) working days after the initial written decision. A request for reconsideration will be subject to the procedures in this section consistent with the need for prompt resolution of the matter.

[56 FR 932, Jan. 9, 1991, as amended at 71 FR 14118, Mar. 21, 2006]

**§ 661.17 Failure to comply with certification.**

If a successful bidder or offeror fails to demonstrate that it is in compliance with its certification, it will be required to take the necessary steps in order to achieve compliance. If a bidder or offeror takes these necessary steps, it will not be allowed to change its original bid price or the price of its final offer. If a bidder or offeror does not take the necessary steps, it will not be awarded the contract if the contract has not yet been awarded, and it is in breach of contract if a contract has been awarded.

[71 FR 14118, Mar. 21, 2006]

**§ 661.18 Intentional violations.**

A person shall be ineligible to receive any contract or subcontract made with funds authorized under the Federal Public Transportation Act of 2005 pursuant to part 29 of this title if it has been determined by a court or Federal agency that the person intentionally—

(a) Affixed a label bearing a “Made in America” inscription, or an inscription with the same meaning, to a product not made in the United States, but sold in or shipped to the United States and used in projects to which this section applies, or

(b) Otherwise represented that any such product was produced in the United States.

[61 FR 6303, Feb. 16, 1996, as amended at 72 FR 53698, Sept. 20, 2007]

**§ 661.19 Sanctions.**

A willful refusal to comply with a certification by a successful bidder or offeror may lead to the initiation of debarment or suspension proceedings under part 29 of this title.

[71 FR 14118, Mar. 21, 2006]

**§ 661.20 Rights of parties.**

(a) A party adversely affected by an FTA action under this subsection shall have the right to seek review under the Administrative Procedure Act (APA), 5 U.S.C. 702 *et seq.*

(b) Except as provided in paragraph (a) of this section, the sole right of any third party under the Buy America provision is to petition FTA under the

provisions of § 661.15 of this part. No third party has any additional right, at law or equity, for any remedy including, but not limited to, injunctions, damages, or cancellation of the Federal grant or contracts of the grantee.

[71 FR 14118, Mar. 21, 2006]

**§ 661.21 State Buy America provisions.**

(a) Except as provided in paragraph (b) of this section, any State may impose more stringent Buy America or buy national requirements than contained in section 165 of the Act and the regulations in this part.

(b) FTA will not participate in contracts governed by the following:

(1) State Buy America or Buy National preference provisions which are not as strict as the Federal requirements.

(2) State and local Buy National or Buy America preference provisions which are not explicitly set out under State law. For example, administrative interpretations of non-specific State legislation will not control.

(3) State and local Buy Local preference provisions.

## PART 663—PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

### Subpart A—General

Sec.	Purpose.
663.1	Purpose.
663.3	Scope.
663.5	Definitions.
663.7	Certification of compliance to FTA.
663.9	Audit limitations.
663.11	Audit financing.
663.13	Buy America requirements.
663.15	Compliance.

### Subpart B—Pre-Award Audits

663.21	Pre-award audit requirements.
663.23	Description of pre-award audit.
663.25	Pre-award Buy America certification.
663.27	Pre-award purchaser's requirements certification.

### Subpart C—Post-Delivery Audits

663.31	Post-delivery audit requirements.
663.33	Description of post-delivery audit.
663.35	Post-delivery Buy America certification.
663.37	Post-delivery purchaser's requirements certification.

# **JEFFERSON TRANSIT**

## **INADVERTENT DISCOVERY PLAN**

# Jefferson Transit New Facility Project

## INADVERTENT DISCOVERY PLAN

### A Plan and Procedure for Dealing with the Inadvertent Discovery of Cultural Resources

#### 1.0 INTRODUCTION

Jefferson Transit Authority (JT) will design and build a new Operations/Maintenance/Administration facility on a ten-acre piece of property located at the intersection of SR-20 and Four Corners Road in Jefferson County, Washington. The legal description of the property is: NW 1;4 section of Section 33, Township 30 N, Range 01 W, WRAI 17.

This project is currently funded by the Federal Transit Administration (FTA), which requires the planning effort to follow the Section 106 process. JT prepared a Documented Categorical Exclusion Worksheet for the project dated May 20, 2005, as well as a re-evaluation consultation worksheet dated March 15, 2010.

Federal law stipulates that in the case of an undertaking that utilizes federal money, a project will adhere to provisions of the National Historic Preservation Act of 1966 (as amended). As the lead agency, FTA is responsible for all aspects of 36 CFR 800 in dealing with the treatment of cultural resources and the consultation of concerned parties. FTA has delegated authority to JT for examining cultural resources and communicating with the parties concerning such examinations. Potentially concerned parties include: Port Gamble S'Klallam Tribe, Jamestown S'Klallam Tribe, Lower Elwha Klallam Tribe, the Department of Archaeology and Historic Preservation (DAHP), and the FTA.

Any staff members of JT, their contractors, or subcontractors are required to halt construction if they observe or identify any cultural materials and will provide a professional archaeologist adequate time to assess, record, and potentially analyze any resources that might be uncovered. The DAHP and the FTA will be notified of any discoveries that occur during construction.

This document serves as the plan for dealing with any discoveries of human skeletal remains, artifacts, sites, or any other cultural resources eligible for listing in the National Register of Historic Places (NRHP). This plan is intended to provide guidance to JT personnel so they can:

- Comply with applicable Federal and State laws and regulations, particularly 36CFR 800 (as amended January 11, 2001) of the regulations that implements Section 106 of the National Historic Preservation Act of 1966, and Title 27 Revised Codes of Washington Chapter 27.44 Indian Graves and Records, Chapter 27.53 Archaeological Sites and Resources, and Title 68 Chapter 60.050 Protection of historic graves, and
- Describe to regulatory and review agencies the procedures that JT will follow to prepare for and deal with inadvertent discoveries, and
- Provide direction and guidance to project personnel on the proper procedures to be followed should an inadvertent discovery occur.

## **2.0 INADVERTENT DISCOVERY OF HUMAN SKELETAL REMAINS ON NON-FEDERAL AND NON-TRIBAL LAND IN THE STATE OF WASHINGTON**

If ground disturbing activities encounter human skeletal remains during the course of construction, then all activity must cease that may cause further disturbance to those remains and the area of the find must be secured and protected from further disturbance. In addition, the finding of human skeletal remains must be reported to the county coroner and local law enforcement in the most expeditious manner possible. The remains should not be touched, moved, photographed or further disturbed.

The county coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county coroner determines the remains are non-forensic, then they will report that finding to the DAHP who will then take jurisdiction over the remains and report them to the appropriate cemeteries and affected tribes. The State Physical Anthropologist will make a determination of whether the remains are Indian or non-Indian and report that finding to any appropriate cemeteries and affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

### **ADDITIONAL RESPONSIBILITIES AND INFORMATION**

- A. The area of work stoppage will be adequate to provide for the security, protection, and integrity of the skeletal remains, in accordance with Washington State law. The General Manager will be responsible for taking appropriate steps to protect the discovery. At a minimum, the immediate area will be secured to a distance of thirty (30) feet from the discovery. Vehicles, equipment, and unauthorized personnel will not be permitted to traverse the discovery site.
- B. Human remains shall not be photographed.
- C. JT acknowledges that any find of human skeletal remains may be a burial of Native American ancestry. It is further acknowledged that the concerned Indian Tribes are extremely sensitive about ancestral burials, and that the find must be treated confidentially.
- D. Nothing in this agreement is intended or shall be construed to diminish or affect in any way the right of the Tribes to take any lawful action to protect Native American graves from disturbance or desecration, or to protect the Tribes' rights under cemetery and Native American graves protection laws, or other applicable laws.
- E. This information is covered by the Public Records Act (RCW 42.17.250) and specific components of the records are exempt from disclosure (RCW 42.17.310(1)(k)) to avoid the looting or depredation of such sites.

### 3.0 PROCEDURES FOR THE DISCOVERY OF ARCHAEOLOGICAL RESOURCES

- A. If any staff members of JT, their contractors, or subcontractors, including archaeological monitors, believe that he or she has encountered cultural or archaeological remains of any kind, all work at and adjacent to the discovery shall immediately cease. He or she will inform the JT General Manager and Grants Administrator. The area of work stoppage will be adequate to provide for the security, protection, and integrity of the archaeological discovery. A cultural resource discovery could be prehistoric-period or historic-period in age and consist of (but not limited to):
- areas of charcoal or charcoal-stained soil and stones;
  - stone, tools, or waste flakes (i.e., an arrowhead or stone chips);
  - bone, burned rock, or mollusk shell, whether or not seen in association with stone tools or chips;
  - clusters of tin cans, ceramics, flat glass, or bottles, concentrations of brick, or logging, mining, or agricultural equipment.
- B. The JT Grants Administrator will consult with the Project Archaeologist to determine if the remains are archaeological and greater than 50 years old. If the Archaeologist believes that the discovery is a cultural resource, he or she and JT Grants Administrator will discuss with the General Manager and steps will be taken to protect the discovery site. At a minimum, subsurface disturbances will stop and the area adjacent to the discovery will be secured. Vehicles, equipment, and unauthorized personnel will not be permitted to traverse the discovery site. Any newly discovered archaeological resource will be considered eligible to the NRHP until determined otherwise by the DAHP. Work in the immediate area will not resume until treatment of the discovery has been completed following the provisions for treating archaeological/cultural material as set forth in Appendix 1.
- C. The JT Grants Administrator will contact the DAHP Transportation Archaeologist (Matthew Sterner) and the FTA to assist in the significance evaluation of all inadvertent discoveries of cultural resources. Any discovery deemed eligible for listing in the NRHP will be assessed and treated according to the provisions set forth in Appendix 1 of this document.
- D. JT will immediately contact the FTA and the DAHP (Attachment A) for consultation regarding National Register eligibility of any new discovery. If the federal and state agency representatives determine that the discovery is an eligible cultural resource, they and concerned Indian Tribe(s), as appropriate, will consult to determine appropriate treatment to be presented and agreed upon in a Memorandum of Agreement (MOA) or other appropriate documentation. Mitigation measures will be developed in consultation with the FTA and the DAHP, and the affected tribes (where appropriate), which could include avoidance through redesign, conducting data recovery and/or relocating materials or remains. Agreed upon treatment measures performed by JT include protecting the resources in place, or data recovery such as mapping, photography, limited probing, and sample collection, or other measures.
- E. This information is covered by the Public Records Act (RCW 42.17.250) and specific components of the records are exempt from disclosure (RCW 42.17.310(1)(k)) to avoid the looting or depredation of such sites.

## ATTACHMENT A

### CONTACT INFORMATION

#### 1. Primary Field Contacts

Jefferson Transit Grants Administrator:

~~Rachel Katz~~ Doug Bullis  
360-385-3020 ext. 108117  
360-385- 4777

General Manager

~~Dan DiGuilio~~ Tammi Rubert  
360-385-3020 ext. 107

#### 2. Cultural Resource Contacts

DAHP State Physical Anthropologist:

Dr. Guy Tasa  
360-586-3534

DAHP Transportation Archaeologist:

Matthew Sterner  
360-586-3082

State Historic Preservation Officer:

Allyson Brooks  
360-586-3066

#### 3. Other Agency Contacts

Jefferson County Sheriff's Office Sheriff:

Tony Hernandez  
360-385-3831

Jefferson County Medical Examiner's Office:

Juelie Dalzell  
360-385-9180

Jefferson County Sheriff's Office Homicide Unit:

360-385-3831

Federal Transit Administration:

Rick Krochalis  
206-220-7957  
206-220-7954  
fta.tro10@dot.gov  
(Notified by Jefferson Transit)

#### 4. Tribal Contacts

Port Gamble S’Klallam Tribe:

Marie Hebert  
Cultural Resources  
360-897-2646 ext. 241  
marieh@pgst.nsn.us

Jeromy Sullivan  
Chair  
360-297-2646

Jamestown S’Klallam Tribe:

Kathleen Duncan  
Enrollment Officer/Cultural Resource Specialist  
360-681-4638  
kduncon@jamestowntribe.org

Lower Elwha Klallam Tribe:

William S. White  
Tribal Archaeologist  
360-452-8471 ext. 163  
Bill.white@elwha.nsn.us

## **APPENDIX 1 - Treatment of Archaeological Resources**

Construction and/or field activities related to the New Facilities project may cause disturbance to underground archaeological resources. The following provisions are intended to assure the professional archaeological treatment of cultural materials inadvertently discovered during construction activities. Implementation of the plan is the responsibility of JT.

Provisions of the Archaeological / Cultural Resource Treatment Plan are as follows:

1. The archaeological site monitor will contact the JT Grants Administrator who will then contact the DAHP Transportation Archaeologist (Matthew Sterner) to immediately report all discoveries of cultural resources that are potentially eligible for listing in the NRHP. Construction will be immediately halted within the immediate area of the discovery and the scene will be protected until JT has arranged for the discovery to be identified by the Professional Archaeologist and the DAHP. If the discovery is determined to be a significant historic or archaeological site, or consists of Native American human remains, the DAHP, the FTA, and the Tribe(s) will be consulted as appropriate to determine the course of action.
2. As part of the construction team, a professional archaeologist will ensure proper documentation and assessment of any discovered cultural resources. Non-intrusive field documentation of all human remains will be undertaken immediately. All prehistoric and historic cultural material discovered during project construction will be recorded by the Professional Archaeologist on State of Washington cultural resource site forms, or on isolate forms using standard techniques. Site overviews, features, and artifacts will be photographed; stratigraphic profiles and soil/sediment descriptions will be prepared for subsurface exposure. Discovery locations will be documented on scaled site plans and site location maps.
3. Sites discovered during construction will be assumed eligible under Criterion D for inclusion in the National Register of Historic Places (NRHP) for the purposes of Section 106 compliance, in accordance with 36 CFR 800.13(c).
4. Where complex or extensive cultural remains are encountered, the FTA, the DAHP, and JT will jointly determine the appropriate level of documentation and treatment of the resources after consultation with the concerned tribal representatives.
5. The FTA, the DAHP, and JT will decide when construction may continue at the discovery location. Where cultural resources are encountered during construction, but additional project effects to the resources are not anticipated, project construction may continue while documentation and assessment of the cultural resources proceed. If continued construction is likely to cause additional impacts to such resources, project activities within a radius of 30 feet of the discovery will cease until the Professional Archaeologist has documented the site, evaluated its significance, and assessed potential effects to the site.
6. Cultural features, horizons, and artifacts detected in buried sediments may require further evaluation using hand-dug test units to clarify aspects of integrity, stratigraphic context, or feature function. Units may be dug in controlled fashion to expose features, collect radiocarbon or animal/plant macrofossil samples from undisturbed contexts, or interpret complex stratigraphy. A test excavation unit or small trench might also be used to cross-section a feature to determine if an intact occupation surface is present. Test units will be used only when necessary to gather information on the nature, extent, and integrity of subsurface cultural

deposits to evaluate the site's potential to address significant research domains. Excavations will be conducted using state-of-the-art techniques for controlling provenience of recovered remains.

7. Sediments excavated for purposes of cultural resources investigations will be screened through 1/8-inch mesh. Spatial information, depth of excavation levels, natural and cultural stratigraphy, presence or absence of cultural material and depth of sterile soil, regolith, or bedrock will be recorded for each probe on a standard form. Test excavation units will be recorded on unit-level forms, which include plan maps for each excavated level, and material type, number and vertical provenience (depth below surface and stratum association where applicable) for all artifacts recovered from the level. Radiocarbon and macrofossil samples will be taken from intact subsurface features exposed by shovel/auger probes or test units. A stratigraphic profile will be drawn for at least one wall of each test excavation unit.
8. All prehistoric and historic artifacts collected from the surface and from probes and excavation units will be analyzed, catalogued, and temporarily curated. Ultimate disposition of cultural materials will be determined in consultation with the FTA, the DAHP, and concerned tribes.
9. Within 90 days of conclusion of fieldwork, a management summary describing any and all monitoring activities and resultant archaeological excavations will be provided to JT. The JT Grants Administrator, will forward the report to the FTA for review and delivery to the DAHP and concerned tribes.
10. If construction activity exposes human remains (burials, or isolated teeth or bones), construction in the immediate vicinity of the find will be halted. JT will follow procedures outlined under section 2.0 of the Inadvertent Discovery Plan.
11. Treatment of Native American Remains: If the human skeletal remains are determined to be Native American, the affected agencies and tribes will consult to determine what treatment is appropriate for the human skeletal remains. At this point, if requested, the FTA may assume all authority over the government-to-government consultation process.
12. Treatment of Non-Indian Historic Remains: If the human skeletal remains are determined to be historic non-Indian remains, treatment will be determined by the DAHP and the FTA. The National Park Service will be included in the consultations for any discoveries within the boundaries of the Vancouver National Historic Reserve.
13. Curation: JT will ensure that eligible artifacts are curated appropriately. Collected artifacts and samples that are determined historically significant would be curated for future use for research, interpretation, preservation, and cultural resource management activities using Department of the Interior federal guidelines for curation (36 CFR 79). Artifacts and associated documents resulting from data recovery, including maps, photographs, field notes, bone, shell, soil samples, wood and other botanical samples, and fire-modified rock, would be curated following analysis. Artifacts, samples, and records would be prepared for curation. A sample of selected artifact categories and sediments would be retained for curation. For cultural resources that are determined "significant" JT will, in consultation with the DAHP and affected tribes, identify appropriate facilities, provide and pay for long-term curation of prehistoric, ethnohistoric, and historic artifacts, data samples, and records resulting from the project investigations. JT will consult with affected federally and non-federally recognized Tribes to reach agreement about permanent storage of some of the materials.

14. JT will comply with any applicable Federal and State laws and regulations, including but not limited to:
- Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations,
  - Native American Graves Protection and Repatriation Act (NAGRPA) of 1990, as amended,
  - The Archaeological Resource Protection Act (ARPA) of 1979, as amended,
  - Title 27 Revised Codes of Washington: Chapter 27.44 Indian Graves and Records; Chapter 27.53 Archaeological Sites and Resources; Chapter 42.56.300 Archaeological Site Public Disclosure Exemption; Washington Administrative Code 25-48: Archaeological Excavation and Removal Permit.
15. Contracts for construction and field-disturbing work: JT will include provisions in any contracts for construction or field-disturbing work that provide for the ability of JT and federal, state and local government agencies to implement the requirements of this Plan.





1615 W. Sims Way, Port Townsend, WA 98368

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September 9, 2013

Department of Revenue  
Attn: Gary J. Davis, Manager  
Taxpayer Information and Education  
Taxpayer Services Division  
P.O. Box 47478  
Olympia, WA 98504-7478

RE Ruling Requested for the construction of a Maintenance/Administration Facility for Jefferson Transit Authority

Dear Mr. Davis

Jefferson Transit is preparing to construct a 12,292 square foot Maintenance/Administration Facility in Jefferson County. In the construction of a maintenance facility for a transit authority, the space dedicated to operations is considered a mass transit facility and classified as public road construction and is sales tax exempt under that classification. Both Whatcom Transit Authority and Island Transit Authority have received rulings from the Department of Revenue regarding the taxability of their very similar projects. I do not have the ruling number for Island Transit, however, the registration number for Whatcom Transit ruling is C 601 355 078.

I have included a schematic of the proposed Jefferson Transit Facility. The portion of the space that is dedicated to operations is 5,424 square feet. The portion dedicated to Administration is 1,183 square feet. However, 6,854 square feet is considered shared space and should be allocated in an 82.1%/17.9% ratio as exempt and non-exempt square footages. By our calculation, this ratio for the entire facility would be 82.1% exempt and 17.9% non-exempt.

The portion of the facility that is classified as Administration is considered "retail" and is taxable under that classification. This classification is troubling because the main function of Administration is to ensure the safety and reliability of the public transportation fleet and facility. There are no retail sales conducted at the Administration facility.

Jefferson Transit requests a ruling from the Department of Revenue regarding the portion of the project that is considered public road construction as well as a reassessment of the portion of the project that is considered retail. Please respond via email to [scrouch@jeffersontransit.com](mailto:scrouch@jeffersontransit.com) or via U.S. Mail to my attention at the address listed above. If you have any questions or concerns my telephone number is 330/385-3020 ext. 120. Thank you for your assistance on this project.

Sincerely,

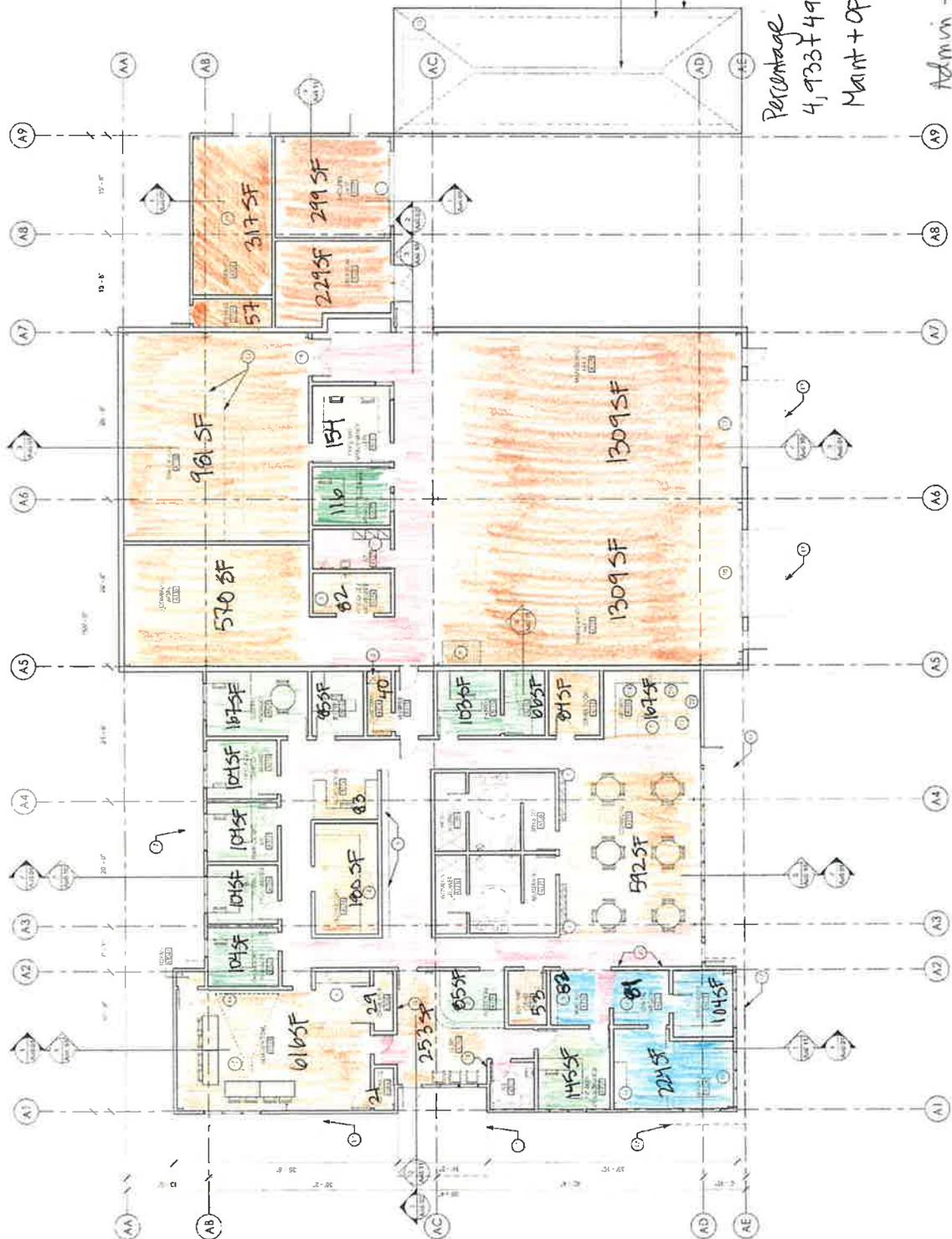
A handwritten signature in blue ink that reads "Sara M. Crouch".

Sara M. Crouch  
Finance/HR Manager

cc: Samantha Trone, City of Port Townsend, Project Manager  
Randy Cook, TCF Architecture, Project Manager

**FLOOR PLAN KEYNOTES**

1. SEE ARCH. FLOOR PLAN FOR FINISHES AND MATERIALS.
2. SEE ARCH. FLOOR PLAN FOR FINISHES AND MATERIALS.
3. SEE ARCH. FLOOR PLAN FOR FINISHES AND MATERIALS.
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50. SEE ARCH. FLOOR PLAN FOR FINISHES AND MATERIALS.



Maint = 49,335 SF  
 Operations = 497 SF  
 Shared Space = 2,792 SF  
 Admin = 1,103 SF  
 Capacity Memory = 705 + 304 = 1109 SF

Percentage  
 4,933 + 491 + 1,103 = 6,607 SF  
 Maint + Ops =  $\frac{(4,933 + 491) SF}{6,607 SF} \times 100\%$   
 Admin =  $\frac{1,103 SF}{6,607 SF} \times 100\%$   
 Capacity Memory = 705 + 304 = 1109 SF

82.1%  
 Admin =  $\frac{1,103 SF}{6,607 SF} \times 100\%$   
 Capacity Memory = 705 + 304 = 1109 SF

AC2.02

BUILDING A FLOOR PLAN

STATE OF WASHINGTON  
DEPARTMENT OF REVENUE

September 24, 2013

[scrouch@jeffersontransit.com](mailto:scrouch@jeffersontransit.com)

Sara M. Crouch  
Jefferson Transit  
1615 W. Sims Way  
Port Townsend, WA 98368

**Registration No.: 600 394 548****RE: Maintenance/ administration facility for Jefferson Transit Authority**

Dear Sara Crouch:

Thank you for your letter dated September 9, 2013 to Gary Davis, concerning whether certain portions of the maintenance/ administration facility you are constructing qualify as "Public Road Construction" and are taxed in accordance with WAC 458-20-171. Your letter has been forwarded to me for a response.

**Facts provided:**

Jefferson Transit is preparing to construct a 12,292 square foot Maintenance/Administration Facility in Jefferson County. In the construction of a maintenance facility for a transit authority, the space dedicated to operations is considered a mass transit facility and classified as public road construction and is sales tax exempt under that classification.

You have included a schematic of the proposed Jefferson Transit Facility. The portion of the space that is dedicated to operations is 5,424 square feet. The portion dedicated to Administration is 1,183 square feet. However, 6,854 square feet is considered shared space and should be allocated in an 82.1%/17.9% ratio as exempt and non-exempt square footages. By your calculation, this ratio for the entire facility would be 82.1% exempt and 17.9% non-exempt.

The portion of the facility that is classified as Administration is considered "retail" and is taxable under that classification.

There are no retail sales conducted at the Administration facility.

**Ruling Request**

Jefferson Transit requests a ruling from the Department of Revenue regarding the portion of the project that is considered public road construction as well as a reassessment of the portion of the project that is considered retail.



**Ruling:**

In answering your questions, we assume that the maintenance area in the proposed facility is only used on qualifying vehicles (e.g., mass transit buses, vans, etc.) and is not used for maintenance on non-qualifying vehicles.

In general, in order for the construction of a facility to qualify for the tax treatment allowed under the public road construction (PRC) it must be directly related to the transit/transportation of people (e.g., actual transit station, waiting areas, ticketing areas, mass transit vehicle repair/maintenance shops, etc.). However, other areas that are not directly associated to the transit of people do not qualify (e.g. administrative areas, supervisory areas, etc.).

If a facility has a mixture of qualifying and non-qualifying areas, then you will need to bifurcate/allocate the contract into qualifying and non-qualifying parts using a reasonable method (such as square feet or linear feet) and pay sales tax to the contractor on portions of the projects that do not qualify for public road construction treatment.

In your ruling request it appears that you have broken out the qualifying areas (e.g., maintenance and shop areas) from the non-qualifying areas (e.g. administration and supervision). You have also separated out the shared space. **Based on the facts provided, the Department approves your proposed allocation method outlined above.**

**Note:** If the maintenance area provides repair services for both qualifying vehicle and non-qualifying vehicles (e.g., supervisor vehicles, road crew vehicles, etc.) or other non-qualifying facilities related activities, then Jefferson Transit must use a reasonable method (e.g., percentage of time spent on qualifying vehicles vs. percentage of time spent on non-qualifying activities) to allocate which portion of this contract qualifies for PRC and which portion does not qualify.

In answer to your second question, the fact that the administration areas are used to ensure the safety and reliability of the transportation and the facility is immaterial. The Department has consistently held that construction of areas used exclusively for administration and supervisory purposes do not qualify as Public Road Construction and are subject to sales tax.

This ruling is binding only on the matters expressly addressed herein upon both Jefferson Transit and the Department of Revenue under the facts presented. It will remain binding until: the facts change; the law (either by statute or court decision) changes; the applicable rule(s) change; the Department of Revenue publicly announces a change in the policy upon which this ruling is based; or Jefferson Transit is notified in writing that this ruling is not valid.

Sara Crouch  
Jefferson Transit  
September 24, 2013  
Page 3

If you disagree with this ruling, you have the right to appeal to the Department of Revenue's Appeals Division, PO Box 47460, Olympia, WA 98504-7460. You must appeal within 30 days of the date of this letter. WAC 458-20-100 explains the Department's appeal procedures.

Sincerely,

A handwritten signature in black ink, appearing to read "Kurtis W. Sand". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kurtis W. Sand  
Tax Information Specialist  
Taxpayer Information and Education

The Washington Administrative Code (WAC), the Revised Code of Washington (RCW), and all cited tax decisions (WTDs) are available on our web site at <http://dor.wa.gov>.



1 SECTION 004113 - BID FORM

2 Jefferson Transit Authority  
3 63 Four Corners Road  
4 Port Townsend, WA 98368

5 Date: March 20, 2014

6 **To:** Jefferson Transit Authority

7 Ladies & Gentlemen:

8 The Undersigned Bidder declares that the only persons or parties interested in this bid are those  
9 named herein, that this Bid is, in all respects, fair and without fraud, that it is made without  
10 collusion with any official or representative of the Owner, and that the Bid is made without any  
11 connection or collusion with any person submitting or considering the submission of another Bid  
12 on this Contract.

13 The Bidder further agrees that it has exercised its own judgment regarding the interpretation of  
14 subsurface information and has utilized all data which it believes pertinent from the Architect,  
15 Owner, and other sources in arriving at its conclusions. The Bidder further declares that it has  
16 carefully examined the Contract Documents for the construction of the Jefferson Transit  
17 Authority Maintenance, Operations, & Administration Center that it has personally inspected the  
18 site, that it has satisfied itself as to the quantities involved, including materials and equipment,  
19 and conditions of work and the fact that the description of the quantities of work and materials  
20 herein is brief and is intended only to indicate the general nature of the Work contained in the  
21 detailed requirements of the Contract Documents, and that this Bid is made according to the  
22 provisions and under the terms of the Contract Documents, which are hereby made a part of this  
23 Bid.

24 The Undersigned Bidder states that it has the ability and means to complete the Work in a timely  
25 manner and proposes to furnish all labor, materials, machinery, tools, and other means of  
26 construction, and to perform all work required by and in strict accordance with the Contract  
27 Documents for the following sums:

28 **DO NOT INCLUDE SALES TAX IN ANY OF THESE PRICES.**

29 **1.1 BID:**

30 For the Bid, as defined in the Project Manual, the sum of:

31 \_\_\_\_\_  
32 \_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_

33 Refer to requirements of Section 012973 for special requirements for schedule of value  
34 breakdown into separate elements of the project including site and general requirements.

1.2 TRENCH EXCAVATION SAFETY COSTS:

Included in the above Base Bid is an amount for Trench Excavation Safety for any trenching exceeding a depth of four feet. In accordance with Chapter 39.04 RCW and WAC 296-155-850, all costs for adequate trench safety systems are required to be identified in this Bid. The Bidder certifies that the following amount is included in the Base Bid for Trench Excavation Safety Provisions. If no amount is entered, the Owner will presume that the Bidder represents that there are no Trench Excavation Safety costs for this Project.

Trench Safety System Costs Included are  
\$ \_\_\_\_\_.

1.3 ALTERNATES:

ADDITIVE ALTERNATE BIDS:

The undersigned proposes to perform the following additional items of work, called for in the following Additive Alternates, as further described in Section 012300 "Alternates" of the Project Manual, for the following sums to be added to the Base Bid. Alternates are listed in order of priority for award.

1. **Additive Alternate Bid No. AA1: Concrete Paving** Add all labor and materials to provide concrete paving, at select locations, all as indicated on the drawings, details, schedules, and related specifications sections.

ADD (words then figures): \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

2. **Additive Alternate Bid No. AA2: Linear Wood Ceiling System** Add all labor and materials to provide a linear Wood Ceiling System in lieu of the acoustical ceiling tile system specified under the Base Bid, at select locations, all as indicated on the drawings, details, schedules, and related specifications sections.

ADD (words then figures): \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

3. **Additive Alternate Bid No. AA3: Skylights** Add all labor and materials to provide Skylights at locations shown, at select locations, all as indicated on the drawings, details, schedules, and related specifications sections.

ADD (words then figures): \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

4. **Additive Alternate Bid No. AA4: Ceramic Tile** Additive Alternate Bid No. AA2: Add all labor and materials to provide Ceramic Tile in lieu of materials specified under the Base Bid, at select locations, all as indicated on the drawings, details, schedules, and related specifications sections.

ADD (words then figures): \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

1           5.     **Additive Alternate Bid No. AA5: Landscape** Add all labor and materials to provide additional  
2           site development work, at select locations, all as indicated on the drawings, details, schedules, and  
3           related specifications sections.

4           ADD (words then figures): \_\_\_\_\_  
5           \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

6     **1.4     SALES TAX**

7           None of the above bid prices includes State or Local Sales Tax.

8     **1.5     TIME OF COMPLETION**

9           345 Calendar Days, measured as 285 days to substantial completion, plus 60 days to Final  
10          Acceptance.

12    **1.6     CONTRACT, BONDS & INSURANCE**

13          Should the Undersigned be notified of the acceptance of this bid within 45 days after the time set  
14          for opening bids, the Undersigned agrees to execute a Contract for the above Work, for a  
15          compensation computed from the above sums, and to furnish performance, payment and  
16          maintenance bonds and insurance certificates as required by the Contract Documents.

17    **1.7     BID GUARANTEE**

18          The Undersigned further agrees that the bid bond accompanying this Bid shall be left in escrow  
19          with the Owner, that its amount or penal sum is the measure of damages which the Owner will  
20          sustain by the failure of the Undersigned to execute the Contract and submit proper bonds and  
21          other documents required; and that if the Undersigned fails to deliver the said documents within  
22          10 days after issue date of Owner's written Notice of Intent to Award Contract to the  
23          Undersigned, then the check shall become the property of the Owner or the bid bond shall remain  
24          in full effect. But if the Bid or designated portion thereof is not accepted within 45 days after the  
25          date of opening bids, or if the Undersigned delivers said executed Contract and bonds and the  
26          other required documents, then the check shall be returned to the Undersigned or the bid bond  
27          shall become void.

28    **1.8     PRODUCTS & INSTALLATION PROCEDURES**

29          The Undersigned has thoroughly familiarized itself with all specified products and installation  
30          procedures and included in this Project and the submittal of this Bid constitutes acceptance of  
31          products and procedures specified.

3       **1.9     ADDENDA**

4           Receipt of the following Addenda to the Contract Documents is acknowledged:

5           Addendum No. \_\_\_\_\_ Date \_\_\_\_\_       Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
6           Addendum No. \_\_\_\_\_ Date \_\_\_\_\_       Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
7           Addendum No. \_\_\_\_\_ Date \_\_\_\_\_       Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

8       **1.10    PREVAILING WAGE RATES**

9           A.    The Contractor stipulates and agrees that he has reviewed the applicable prevailing wage  
10           rate schedule for both State and Federal prevailing wage rates, has contacted State and  
11           Federal departments to verify current rates, and has made appropriate provision in the  
12           submitted Bid for payment of these prevailing wage rates.

13       **1.11    BIDDER RESPONSIBILITY CRITERIA**

- 14           A.    Before award of a public works contract, a bidder must meet the following responsibility  
15           criteria to be considered responsible bidder and qualified to be awarded a public works  
16           project. The bidder must:
- 17           1.    At the time of bid submittal, have a certificate of registration in compliance with  
18           chapter 18.27 RCW;
  - 19           2.    Have a current state unified business identifier number;
  - 20           3.    If applicable, have industrial insurance coverage for the Bidder's employees working  
21           in Washington as required in Title 51 RCW;
  - 22           4.    Have an employment security department number as required in Title 50 RCW;
  - 23           5.    Have a state excise tax registration number as required in Title 82 RCW;
  - 24           6.    Not be disqualified from bidding on any public works contract under  
25           RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3)  
26           (prevaling wage violations);
  - 27           7.    If bidding on a public works project subject to the apprenticeship utilization  
28           requirements in RCW 39.04.320, not have been found out of compliance by  
29           Washington state apprenticeship and training council for working apprentice out of  
30           ratio, without appropriate supervision, or outside their approved work processes as  
31           outlined in their standards of apprenticeship under chapter 49.04 RCW for one-year  
32           period immediately preceding the date of the bid solicitation;
  - 33           8.    Until December 31, 2013, not have violated RCW 39.04.370 more than one time as  
34           determined by the department of labor and industries; and
  - 35           9.    Shall not currently be debarred or suspended by Federal government. The Bidder  
36           shall not be listed as having an “active exclusion” on the U.S. government’s “System  
37           for Award Management” database ([www.sam.gov](http://www.sam.gov)).

10. The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
11. The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.
12. The Bidder shall not have a record of prevailing wage violations as determined by WA Labor & Industries in the five years prior to the bid submittal date, that demonstrates a pattern of failing to pay workers prevailing wages, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
13. The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
14. The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.
15. The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
16. The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
17. The quality of performance of previous contracts, including demonstration of successful completion of projects of similar scope and complexity in the last three (3) years and the designated Project Manager and superintendent shall have a minimum of three (3) years of successful experience in project management and scheduling of projects of similar scope and complexity; and

**1.12 BUY AMERICA**

- A. Bidder acknowledges that all products and materials used in the project will comply with all requirements of the “Buy America Act,” <http://www.dot.gov/highlights/buyamerica> (see Section 004118 “Buy America Certification” and Section 003100 “FTA Part 661 - Buy America Requirements”)

1       **1.13   NON - COLLUSION DECLARATION**

2               See Section 004115 “Non-Collusion Declaration.” Return this Declaration page with the Bid  
3               Proposal Package. Bids returned without the Non-Collusion Declaration will be considered  
4               nonresponsive and ineligible for award.  
5

1                   **CONTRACTOR SIGNATURE AND INFORMATION**

2                   Name of Firm \_\_\_\_\_

3                   By (Printed name) \_\_\_\_\_

4                   By (Signature) \_\_\_\_\_ Title \_\_\_\_\_

5                   Address \_\_\_\_\_

6                   City and Zip \_\_\_\_\_

7                   Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

8                   Email Address: \_\_\_\_\_

9                   State of Washington Contractor’s License No. \_\_\_\_\_

10                  Department of Labor & Industries Reg. No. \_\_\_\_\_

11                  Washington State Department of Revenue No. \_\_\_\_\_

12                  If a Bidder is a corporation, write in the state of incorporation, and, if a partnership, give full  
13                  names and addresses of all partners below.

14                  If a Corporation, State of Incorporation: \_\_\_\_\_

15                  If a Partnership, list all Partners:

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

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

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

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

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

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

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

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

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

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

26                   **END OF SECTION 004113**



1 SECTION 004114 – SUBCONTRACTOR LIST

2 **1.1 SUBCONTRACTORS LIST**

3 A. If awarded the Contract for the Work, the undersigned Bidder will subcontract directly with the  
4 Subcontractors listed below for performance of the categories of the Work designated. The bidder  
5 must list itself if it intends to perform a category of the Work itself. The bidder shall not list more  
6 than one subcontractor for each category of work identified below. If subcontractors vary with bid  
7 alternates, the bidder must so indicate in 1.15 below. The subcontractor list shall be submitted as  
8 required by the Instructions to Bidders. These subcontractors may not be changed unless approved  
9 by the Owner pursuant to the Contract Documents.

<b>CATEGORY OF WORK</b>	<b>SUBCONTRACTOR OR “SELF”</b>
Heating, Ventilating and Air Conditioning (HVAC)	
Plumbing work as described in RCW 18.106	
Electrical work as described in RCW 19.28	
Pre-Engineered Metal Building Manufacturer/Erector	

10



**Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.**

## **NON-COLLUSION DECLARATION**

**I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

## **NOTICE TO ALL BIDDERS**

To report rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

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



Jefferson Transit Authority  
Title VI Non Discrimination Assurances

**Failure to return this Declaration as part of the bid proposal package  
will make the bid nonresponsive and ineligible for award.**

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

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Recipient agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

SUSPENSION AND DEBARMENT DECLARATION  
49CFR 29, SUBPART C

**Failure to return this Declaration as part of the bid proposal package  
will make the bid nonresponsive and ineligible for award.**

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Jefferson Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Jefferson Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



FTA BUY AMERICA REQUIREMENT CERTIFICATION  
49 U.S.C. 5323(j)  
49CFR Part 661

**Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.**

A bidder must submit with the bid documents the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. **Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.** This requirement does not apply to lower tier subcontractors.

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_



APPENDIX A, 49 CFR PART 20 – CERTIFICATION REGARDING LOBBYING  
31 U.S.C. 1352  
49 CFR Part 19  
49CFR Part 20

**Failure to return this Declaration as part of the bid proposal package  
will make the bid nonresponsive and ineligible for award.**

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date



- 1 SECTION 004120 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) FORMS
- 2     1. DBE PARTICIPATION FORM
- 3     2. DBE WRITTEN CONFIRMATION FORM
  
- 4 END OF SECTION 004120



## DBE PARTICIPATION FORM

**Failure to return this Form as part of the bid proposal package will make the bid nonresponsive and ineligible for award.**

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract.

The successful bidder's Disadvantage Business Enterprise Utilization Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-664-9750 or Toll Free 1-866-208-1064.

I, \_\_\_\_\_ certifies that the Disadvantaged Business Enterprise (DBE) Name of Bidder Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an “Amount to be Applied Towards Goal” is listed. (If necessary, use additional sheet.)

Name of DBE Certificate Number	Description of Work	Dollar Amount of Participation
1.		
2.		
3.		
4.		
5.		
6.		



## Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

As an authorized representative of the Disadvantaged Business Enterprise (DBE), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided in the bidder's Disadvantaged Business Enterprise Utilization Certification.

**Contract Title:** \_\_\_\_\_

**Bidder's Business Name:** \_\_\_\_\_

**DBE's Business Name:** \_\_\_\_\_

**DBE Signature:** \_\_\_\_\_

**DBE's Title:** \_\_\_\_\_

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

The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in bid rejection. See contract provision; *Disadvantaged Business Enterprise Condition of Award Participation*.

Description of Work: \_\_\_\_\_

Amount to be Applied Towards Goal: \_\_\_\_\_







- Yes
- No

By signing this Acceptance Criteria Form the Bidder and Owner have not had any lawsuits with judgments entered against the Bidder in the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit.

**OWNER SIGNATURE AND INFORMATION**

Name of Firm \_\_\_\_\_

By (Printed name) \_\_\_\_\_

By (Signature) \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

City and Zip \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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



1 **SECTION 004313 — BID BOND**  
2  
3

4 **FORM OF BID PROPOSAL DEPOSIT STATEMENT AND BOND**  
5

6 **1.01 Description.** This section contains the Bid Proposal Deposit Statement, and a Bid Bond form to be  
7 used if the Bidder's bid deposit is a surety bond. Refer to the Instructions to Bidders for specific  
8 requirements.  
9

10 **1.02 Form of Bid Proposal Deposit Statement.**  
11

12 Herewith find deposit in the form of \_\_\_\_\_ (state whether cashier's  
13 check, postal money order or surety bond), for the amount of \$ \_\_\_\_\_ which  
14 amount is five percent (5%) of the total amount of the Base Bid.  
15

16 Principal: \_\_\_\_\_ Date: \_\_\_\_\_  
17

18 By: \_\_\_\_\_  
19 (Signature)  
20

21 Please Print Name: \_\_\_\_\_  
22

23 Title: \_\_\_\_\_  
24  
25  
26

27 **1.03 Bid Bond Form**  
28  
29

30 KNOW ALL MEN BY THESE PRESENTS:  
31

32 That we, \_\_\_\_\_ (Bidder), as Principal, and \_\_\_\_\_  
33 \_\_\_\_\_ (Bonding Company), as Surety, are held and firmly bound unto the  
34 Jefferson Transit Authority (Owner), as Obligee, in the penal sum of \_\_\_\_\_  
35 \_\_\_\_\_ for payment of which unto Obligee the Principal and Surety bind themselves, their heirs,  
36 executors, administrators, successors and assigns, jointly and severally, by these, whereas,  
37 Principal is submitting a bid for the **Jefferson Transit Authority Maintenance, Operations, &**  
38 **Administration Center.**  
39

40 NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a  
41 contract for the work, and if Principal within the time specified in the bid and Contract  
42 Documents enters into, executes and delivers to Obligee a signed agreement and the performance  
43 and payment bond with surety or sureties approved by Obligee, and appropriate insurance  
44 certificates, with required endorsements and insurance coverage questionnaire, as required herein  
45 in the forms provided herewith, then this obligation shall be void. If, however, Principal fails or  
46 refuses to furnish, execute and deliver to Obligee said agreement, performance and payment bond  
47 and/or certificates of insurance, with required endorsements and insurance coverage  
48 questionnaire, in the time state in the bid and Contract Documents, the Principal and Surety shall  
49 pay and forfeit to Obligee the penal sum hereof.  
50

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

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

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

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

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

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

Attorney-in Fact, Surety

\_\_\_\_\_

\_\_\_\_\_  
Surety's Mailing Address

( ) \_\_\_\_\_ ( ) \_\_\_\_\_

Surety's Telephone and Fax Numbers

**A notarized Power of Attorney for the surety's officer empowered to sign the bond must be attached to the bond.**

END OF SECTION

1 SECTION 004363 - PREVAILING WAGE RATES

2 PART 1 - GENERAL

3 1.1 PREVAILING WAGE RATES - FEDERAL

4 A. The attached Federal prevailing wage rates: 2/17/2014

5 B. Davis Bacon effective: 2/7/2014

6 1.2 PREVAILING WAGE RATES – STATE OF WASHINGTON

7 A. The attached prevailing wage rates are those issued by the State of Washington, Department of  
8 Labor and Industries effective for Jefferson County. This information is provided for the  
9 Bidders' reference. It is anticipated that the Department of Labor and Industries may issue  
10 revisions to these prevailing wage rates before, during or after the bid period. The Contractors  
11 shall comply with payment of prevailing wages pursuant to RCW 39.12. All Bidders shall  
12 verify that their bids include current prevailing wage rates for this Project, whether included in  
13 this document or not.

14 B. Prevailing wage information is available by calling:

15 Department of Labor and Industries  
16 (360) 902-5335

17 Current Prevailing Wage Rates are also available at L&I's web site at:

18 [www.lni.wa.gov/prevailingwage](http://www.lni.wa.gov/prevailingwage)

19 C. See the Form of Agreement/General Conditions for more information.

20 END OF SECTION 004363



State of Washington  
 Department of Labor & Industries  
 Prevailing Wage Section - Telephone 360-902-5335  
 PO Box 44540, Olympia, WA 98504-4540

### Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

#### Journey Level Prevailing Wage Rates for the Effective Date: 2/17/2014

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Jefferson	<a href="#">Asbestos Abatement Workers</a>	Journey Level	\$41.69	<u>5D</u>	<u>1H</u>	
Jefferson	<a href="#">Boilermakers</a>	Journey Level	\$62.34	<u>5N</u>	<u>1C</u>	
Jefferson	<a href="#">Brick Mason</a>	Brick And Block Finisher	\$43.26	<u>5A</u>	<u>1M</u>	
Jefferson	<a href="#">Brick Mason</a>	Journey Level	\$50.12	<u>5A</u>	<u>1M</u>	
Jefferson	<a href="#">Brick Mason</a>	Pointer-Caulker-Cleaner	\$50.12	<u>5A</u>	<u>1M</u>	
Jefferson	<a href="#">Building Service Employees</a>	Janitor	\$9.32		<u>1</u>	
Jefferson	<a href="#">Building Service Employees</a>	Shampooer	\$9.32		<u>1</u>	
Jefferson	<a href="#">Building Service Employees</a>	Waxer	\$9.32		<u>1</u>	
Jefferson	<a href="#">Building Service Employees</a>	Window Cleaner	\$13.22		<u>1</u>	
Jefferson	<a href="#">Cabinet Makers (In Shop)</a>	Journey Level	\$28.43		<u>1</u>	
Jefferson	<a href="#">Carpenters</a>	Acoustical Worker	\$50.82	<u>5D</u>	<u>1M</u>	
Jefferson	<a href="#">Carpenters</a>	Bridge, Dock And Wharf Carpenters	\$50.82	<u>5D</u>	<u>1M</u>	
Jefferson	<a href="#">Carpenters</a>	Carpenter	\$50.82	<u>5D</u>	<u>1M</u>	
Jefferson	<a href="#">Carpenters</a>	Carpenters on Stationary Tools	\$50.95	<u>5D</u>	<u>1M</u>	
Jefferson	<a href="#">Carpenters</a>	Creosoted Material	\$50.92	<u>5D</u>	<u>1M</u>	
Jefferson	<a href="#">Carpenters</a>	Floor Finisher	\$50.82	<u>5D</u>	<u>1M</u>	
Jefferson	<a href="#">Carpenters</a>	Floor Layer	\$50.82	<u>5D</u>	<u>1M</u>	
Jefferson	<a href="#">Carpenters</a>	Scaffold Erector	\$50.82	<u>5D</u>	<u>1M</u>	
Jefferson	<a href="#">Cement Masons</a>	Journey Level	\$41.69	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Divers &amp; Tenders</a>	Diver	\$100.28	<u>5D</u>	<u>1M</u>	<u>8A</u>
Jefferson	<a href="#">Divers &amp; Tenders</a>	Diver On Standby	\$56.68	<u>5D</u>	<u>1M</u>	
Jefferson	<a href="#">Divers &amp; Tenders</a>	Diver Tender	\$52.23	<u>5D</u>	<u>1M</u>	
Jefferson	<a href="#">Divers &amp; Tenders</a>	Surface Rcv & Rov Operator	\$52.23	<u>5D</u>	<u>1M</u>	
Jefferson	<a href="#">Divers &amp; Tenders</a>	Surface Rcv & Rov Operator Tender	\$48.67	<u>5A</u>	<u>1B</u>	
Jefferson	<a href="#">Dredge Workers</a>	Assistant Engineer	\$53.00	<u>5D</u>	<u>3F</u>	
Jefferson	<a href="#">Dredge Workers</a>	Assistant Mate (Deckhand)	\$52.58	<u>5D</u>	<u>3F</u>	
Jefferson	<a href="#">Dredge Workers</a>	Boatmen	\$52.30	<u>5D</u>	<u>3F</u>	
Jefferson	<a href="#">Dredge Workers</a>	Engineer Welder	\$54.04	<u>5D</u>	<u>3F</u>	

Jefferson	<a href="#">Dredge Workers</a>	Leverman, Hydraulic	\$55.17	<u>5D</u>	<u>3F</u>	
Jefferson	<a href="#">Dredge Workers</a>	Mates	\$52.30	<u>5D</u>	<u>3F</u>	
Jefferson	<a href="#">Dredge Workers</a>	Oiler	\$52.58	<u>5D</u>	<u>3F</u>	
Jefferson	<a href="#">Drywall Applicator</a>	Journey Level	\$50.82	<u>5D</u>	<u>1H</u>	
Jefferson	<a href="#">Drywall Tapers</a>	Journey Level	\$49.79	<u>5P</u>	<u>1E</u>	
Jefferson	<a href="#">Electrical Fixture Maintenance Workers</a>	Journey Level	\$9.37		<u>1</u>	
Jefferson	<a href="#">Electricians - Inside</a>	Journey Level	\$41.78		<u>1</u>	
Jefferson	<a href="#">Electricians - Motor Shop</a>	Craftsman	\$15.37		<u>1</u>	
Jefferson	<a href="#">Electricians - Motor Shop</a>	Journey Level	\$14.69		<u>1</u>	
Jefferson	<a href="#">Electricians - Powerline Construction</a>	Cable Splicer	\$66.43	<u>5A</u>	<u>4A</u>	
Jefferson	<a href="#">Electricians - Powerline Construction</a>	Certified Line Welder	\$60.75	<u>5A</u>	<u>4A</u>	
Jefferson	<a href="#">Electricians - Powerline Construction</a>	Groundperson	\$42.36	<u>5A</u>	<u>4A</u>	
Jefferson	<a href="#">Electricians - Powerline Construction</a>	Heavy Line Equipment Operator	\$60.75	<u>5A</u>	<u>4A</u>	
Jefferson	<a href="#">Electricians - Powerline Construction</a>	Journey Level Lineperson	\$60.75	<u>5A</u>	<u>4A</u>	
Jefferson	<a href="#">Electricians - Powerline Construction</a>	Line Equipment Operator	\$51.05	<u>5A</u>	<u>4A</u>	
Jefferson	<a href="#">Electricians - Powerline Construction</a>	Pole Sprayer	\$60.75	<u>5A</u>	<u>4A</u>	
Jefferson	<a href="#">Electricians - Powerline Construction</a>	Powderperson	\$45.39	<u>5A</u>	<u>4A</u>	
Jefferson	<a href="#">Electronic Technicians</a>	Journey Level	\$12.07		<u>1</u>	
Jefferson	<a href="#">Elevator Constructors</a>	Mechanic	\$77.70	<u>7D</u>	<u>4A</u>	
Jefferson	<a href="#">Elevator Constructors</a>	Mechanic In Charge	\$84.24	<u>7D</u>	<u>4A</u>	
Jefferson	<a href="#">Fabricated Precast Concrete Products</a>	Journey Level - In-Factory Work Only	\$13.50		<u>1</u>	
Jefferson	<a href="#">Fence Erectors</a>	Fence Erector	\$13.80		<u>1</u>	
Jefferson	<a href="#">Fence Erectors</a>	Fence Laborer	\$11.60		<u>1</u>	
Jefferson	<a href="#">Flaggers</a>	Journey Level	\$35.34	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Glaziers</a>	Journey Level	\$53.76	<u>7L</u>	<u>1Y</u>	
Jefferson	<a href="#">Heat &amp; Frost Insulators And Asbestos Workers</a>	Journeyman	\$58.93	<u>5J</u>	<u>1S</u>	
Jefferson	<a href="#">Heating Equipment Mechanics</a>	Journey Level	\$25.22		<u>1</u>	
Jefferson	<a href="#">Hod Carriers &amp; Mason Tenders</a>	Journey Level	\$42.99	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Industrial Power Vacuum Cleaner</a>	Journey Level	\$9.32		<u>1</u>	
Jefferson	<a href="#">Inland Boatmen</a>	Boat Operator	\$52.51	<u>5B</u>	<u>1K</u>	
Jefferson	<a href="#">Inland Boatmen</a>	Cook	\$48.89	<u>5B</u>	<u>1K</u>	
Jefferson	<a href="#">Inland Boatmen</a>	Deckhand	\$49.13	<u>5B</u>	<u>1K</u>	
Jefferson	<a href="#">Inland Boatmen</a>	Deckhand Engineer	\$50.12	<u>5B</u>	<u>1K</u>	
Jefferson	<a href="#">Inland Boatmen</a>	Launch Operator	\$51.34	<u>5B</u>	<u>1K</u>	
Jefferson	<a href="#">Inland Boatmen</a>	Mate	\$51.34	<u>5B</u>	<u>1K</u>	
Jefferson			\$9.73		<u>1</u>	

	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Cleaner Operator, Foamer Operator			
Jefferson	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Grout Truck Operator	\$11.48		1
Jefferson	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Head Operator	\$12.78		1
Jefferson	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Technician	\$9.32		1
Jefferson	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Tv Truck Operator	\$10.53		1
Jefferson	<a href="#">Insulation Applicators</a>	Journey Level	\$50.82	<u>5D</u>	<u>1M</u>
Jefferson	<a href="#">Ironworkers</a>	Journey Level	\$19.55		1
Jefferson	<a href="#">Laborers</a>	Air, Gas Or Electric Vibrating Screed	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Airtrac Drill Operator	\$42.99	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Ballast Regular Machine	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Batch Weighman	\$35.34	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Brick Pavers	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Brush Cutter	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Brush Hog Feeder	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Burner	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Caisson Worker	\$42.99	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Carpenter Tender	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Caulker	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Cement Dumper-paving	\$42.46	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Cement Finisher Tender	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Change House Or Dry Shack	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Chipping Gun (under 30 Lbs.)	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Chipping Gun(30 Lbs. And Over)	\$42.46	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Choker Setter	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Chuck Tender	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Clary Power Spreader	\$42.46	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Clean-up Laborer	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Concrete Dumper/chute Operator	\$42.46	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Concrete Form Stripper	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Concrete Placement Crew	\$42.46	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Concrete Saw Operator/core Driller	\$42.46	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Crusher Feeder	\$35.34	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Curing Laborer	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>		\$41.69	<u>7A</u>	<u>2Y</u>

		Demolition: Wrecking & Moving (incl. Charred Material)			
Jefferson	<a href="#">Laborers</a>	Ditch Digger	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Diver	\$42.99	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Drill Operator (hydraulic,diamond)	\$42.46	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Dry Stack Walls	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Dump Person	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Epoxy Technician	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Erosion Control Worker	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Faller & Bucker Chain Saw	\$42.46	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Fine Graders	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Firewatch	\$35.34	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Form Setter	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Gabian Basket Builders	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	General Laborer	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Grade Checker & Transit Person	\$42.99	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Grinders	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Grout Machine Tender	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Groutmen (pressure)including Post Tension Beams	\$42.46	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Guardrail Erector	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Hazardous Waste Worker (level A)	\$42.99	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Hazardous Waste Worker (level B)	\$42.46	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Hazardous Waste Worker (level C)	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	High Scaler	\$42.99	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Jackhammer	\$42.46	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Laserbeam Operator	\$42.46	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Maintenance Person	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Manhole Builder-mudman	\$42.46	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Material Yard Person	\$41.69	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Motorman-dinky Locomotive	\$42.46	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Bla	\$42.46	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Pavement Breaker	\$42.46	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Pilot Car	\$35.34	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Pipe Layer Lead	\$42.99	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Pipe Layer/tailor	\$42.46	<u>7A</u>	<u>2Y</u>
Jefferson	<a href="#">Laborers</a>	Pipe Pot Tender	\$42.46	<u>7A</u>	<u>2Y</u>

Jefferson	<a href="#">Laborers</a>	Pipe Reliner	\$42.46	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Pipe Wrapper	\$42.46	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Pot Tender	\$41.69	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Powderman	\$42.99	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Powderman's Helper	\$41.69	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Power Jacks	\$42.46	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Railroad Spike Puller - Power	\$42.46	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Raker - Asphalt	\$42.99	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Re-timberman	\$42.99	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Remote Equipment Operator	\$42.46	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Rigger/signal Person	\$42.46	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Rip Rap Person	\$41.69	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Rivet Buster	\$42.46	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Rodder	\$42.46	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Scaffold Erector	\$41.69	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Scale Person	\$41.69	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Sloper (over 20")	\$42.46	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Sloper Sprayer	\$41.69	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Spreader (concrete)	\$42.46	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Stake Hopper	\$41.69	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Stock Piler	\$41.69	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Tamper & Similar Electric, Air & Gas Operated Tools	\$42.46	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Tamper (multiple & Self-propelled)	\$42.46	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Timber Person - Sewer (lagger, Shorer & Cribber)	\$42.46	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Toolroom Person (at Jobsite)	\$41.69	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Topper	\$41.69	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Track Laborer	\$41.69	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Track Liner (power)	\$42.46	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Traffic Control Laborer	\$37.79	<u>7A</u>	<u>2Y</u>	<u>8R</u>
Jefferson	<a href="#">Laborers</a>	Traffic Control Supervisor	\$37.79	<u>7A</u>	<u>2Y</u>	<u>8R</u>
Jefferson	<a href="#">Laborers</a>	Truck Spotter	\$41.69	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Tugger Operator	\$42.46	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 0-30 psi	\$60.06	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Jefferson	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$65.09	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Jefferson	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$68.77	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Jefferson	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$74.47	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Jefferson	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$76.59	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Jefferson	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$81.69	<u>7A</u>	<u>2Y</u>	<u>8Q</u>

Jefferson	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$83.59	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Jefferson	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$85.59	<u>7A</u>	<u>1H</u>	<u>8Q</u>
Jefferson	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$87.59	<u>7A</u>	<u>1H</u>	<u>8Q</u>
Jefferson	<a href="#">Laborers</a>	Tunnel Work-Guage and Lock Tender	\$43.09	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Jefferson	<a href="#">Laborers</a>	Tunnel Work-Miner	\$43.09	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Jefferson	<a href="#">Laborers</a>	Vibrator	\$42.46	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Vinyl Seamer	\$41.69	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Watchman	\$32.12	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Welder	\$42.46	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Well Point Laborer	\$42.46	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers</a>	Window Washer/cleaner	\$32.12	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers - Underground Sewer &amp; Water</a>	General Laborer & Topman	\$41.69	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Laborers - Underground Sewer &amp; Water</a>	Pipe Layer	\$42.46	<u>7A</u>	<u>2Y</u>	
Jefferson	<a href="#">Landscape Construction</a>	Irrigation Or Lawn Sprinkler Installers	\$11.42		<u>1</u>	
Jefferson	<a href="#">Landscape Construction</a>	Landscape Equipment Operators Or Truck Drivers	\$9.32		<u>1</u>	
Jefferson	<a href="#">Landscape Construction</a>	Landscaping Or Planting Laborers	\$9.32		<u>1</u>	
Jefferson	<a href="#">Lathers</a>	Journey Level	\$50.82	<u>5D</u>	<u>1H</u>	
Jefferson	<a href="#">Marble Setters</a>	Journey Level	\$50.12	<u>5A</u>	<u>1M</u>	
Jefferson	<a href="#">Metal Fabrication (In Shop)</a>	Fitter	\$15.16		<u>1</u>	
Jefferson	<a href="#">Metal Fabrication (In Shop)</a>	Laborer	\$11.13		<u>1</u>	
Jefferson	<a href="#">Metal Fabrication (In Shop)</a>	Machine Operator	\$10.66		<u>1</u>	
Jefferson	<a href="#">Metal Fabrication (In Shop)</a>	Painter	\$11.41		<u>1</u>	
Jefferson	<a href="#">Metal Fabrication (In Shop)</a>	Welder	\$15.16		<u>1</u>	
Jefferson	<a href="#">Millwright</a>	Journey Level	\$51.92	<u>5D</u>	<u>1M</u>	
Jefferson	<a href="#">Modular Buildings</a>	Journey Level	\$9.32		<u>1</u>	
Jefferson	<a href="#">Painters</a>	Journey Level	\$36.64	<u>6Z</u>	<u>2B</u>	
Jefferson	<a href="#">Pile Driver</a>	Journey Level	\$51.07	<u>5D</u>	<u>1M</u>	
Jefferson	<a href="#">Plasterers</a>	Journey Level	\$49.29	<u>7Q</u>	<u>1R</u>	
Jefferson	<a href="#">Playground &amp; Park Equipment Installers</a>	Journey Level	\$9.32		<u>1</u>	
Jefferson	<a href="#">Plumbers &amp; Pipefitters</a>	Journey Level	\$72.69	<u>6Z</u>	<u>1G</u>	
Jefferson	<a href="#">Power Equipment Operators</a>	Asphalt Plant Operators	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Assistant Engineer	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Barrier Machine (zipper)	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Batch Plant Operator, Concrete	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Bobcat	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Brokk - Remote Demolition Equipment	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>

Jefferson	<a href="#">Power Equipment Operators</a>	Brooms	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Bump Cutter	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Cableways	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Chipper	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Compressor	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Concrete Finish Machine -laser Screed	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Conveyors	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Cranes: 20 Tons Through 44 Tons With Attachments	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Cranes: 100 Tons Through 199 Tons, Or 150' Of Boom (Including Jib With Attachments)	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Cranes: 200 Tons To 300 Tons, Or 250' Of Boom (including Jib With Attachments)	\$54.61	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Cranes: A-frame - 10 Tons And Under	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Cranes: Friction 100 Tons Through 199 Tons	\$54.61	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Cranes: Friction Over 200 Tons	\$55.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Cranes: Over 300 Tons Or 300' Of Boom (including Jib With Attachments)	\$55.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Crusher	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Deck Engineer/deck Winches (power)	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Derricks, On Building Work	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Dozers D-9 & Under	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Drilling Machine	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>

Jefferson	<a href="#">Power Equipment Operators</a>	Elevator And Man-lift: Permanent And Shaft Type	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Forklift: 3000 Lbs And Over With Attachments	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Forklifts: Under 3000 Lbs. With Attachments	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Gradechecker/stakeman	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Guardrail Punch	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Horizontal/directional Drill Locator	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Horizontal/directional Drill Operator	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Hydralifts/boom Trucks Over 10 Tons	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Hydralifts/boom Trucks, 10 Tons And Under	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Loader, Overhead 8 Yards. & Over	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Loaders, Overhead Under 6 Yards	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Loaders, Plant Feed	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Loaders: Elevating Type Belt	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Locomotives, All	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Material Transfer Device	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Motor Patrol Grader - Non- finishing	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Motor Patrol Graders, Finishing	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>		\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>

		Outside Hoists (elevators And Manlifts), Air Tuggers, strato				
Jefferson	<a href="#">Power Equipment Operators</a>	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Overhead, Bridge Type: 100 Tons And Over	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Pavement Breaker	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Pile Driver (other Than Crane Mount)	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Plant Oiler - Asphalt, Crusher	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Posthole Digger, Mechanical	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Power Plant	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Pumps - Water	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Quad 9, Hd 41, D10 And Over	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Rigger And Bellman	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Rollagon	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Roller, Other Than Plant Mix	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Roller, Plant Mix Or Multi-lift Materials	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Roto-mill, Roto-grinder	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Saws - Concrete	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Scraper, Self Propelled Under 45 Yards	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Scrapers - Concrete & Carry All	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Scrapers, Self-propelled: 45 Yards And Over	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Service Engineers - Equipment	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Shotcrete/gunite Equipment	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>		\$54.61	<u>7A</u>	<u>3C</u>	<u>8P</u>

		Shovel, Excavator, Backhoes: Over 90 Metric Tons				
Jefferson	<a href="#">Power Equipment Operators</a>	Slipform Pavers	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Spreader, Topsider & Screedman	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Subgrader Trimmer	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Tower Bucket Elevators	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Tower Crane Over 175'in Height, Base To Boom	\$54.61	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Tower Crane Up To 175' In Height Base To Boom	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Transporters, All Track Or Truck Type	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Trenching Machines	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Truck Crane Oiler/driver - 100 Tons And Over	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Truck Crane Oiler/driver Under 100 Tons	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Truck Mount Portable Conveyor	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Welder	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Wheel Tractors, Farmall Type	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators</a>	Yo Yo Pay Dozer	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Asphalt Plant Operators	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Assistant Engineer	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Barrier Machine (zipper)	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Batch Plant Operator, Concrete	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Bobcat	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Brokk - Remote Demolition Equipment	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Brooms	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Bump Cutter	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Cableways	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Chipper	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Compressor	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Concrete Finish Machine -laser Screed	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>

Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Conveyors	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 20 Tons Through 44 Tons With Attachments	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 100 Tons Through 199 Tons, Or 150' Of Boom (Including Jib With Attachments)	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 200 Tons To 300 Tons, Or 250' Of Boom (including Jib With Attachments)	\$54.61	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: A-frame - 10 Tons And Under	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: Friction 100 Tons Through 199 Tons	\$54.61	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: Friction Over 200 Tons	\$55.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: Over 300 Tons Or 300' Of Boom (including Jib With Attachments)	\$55.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Crusher	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Deck Engineer/deck Winches (power)	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Derricks, On Building Work	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Dozers D-9 & Under	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Drilling Machine	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Elevator And Man-lift: Permanent And Shaft Type	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson			\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>

	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Forklift: 3000 Lbs And Over With Attachments				
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Forklifts: Under 3000 Lbs. With Attachments	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Gradechecker/stakeman	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Guardrail Punch	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Horizontal/directional Drill Locator	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Horizontal/directional Drill Operator	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Hydralifts/boom Trucks Over 10 Tons	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Hydralifts/boom Trucks, 10 Tons And Under	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loader, Overhead 8 Yards. & Over	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loaders, Overhead Under 6 Yards	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loaders, Plant Feed	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loaders: Elevating Type Belt	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Locomotives, All	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Material Transfer Device	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Motor Patrol Grader - Non-finishing	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Motor Patrol Graders, Finishing	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson			\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>

	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Outside Hoists (elevators And Manlifts), Air Tuggers, strato				
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Overhead, Bridge Type: 100 Tons And Over	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Pavement Breaker	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Pile Driver (other Than Crane Mount)	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Plant Oiler - Asphalt, Crusher	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Posthole Digger, Mechanical	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Power Plant	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Pumps - Water	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Quad 9, Hd 41, D10 And Over	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Rigger And Bellman	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Rollagon	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Roller, Other Than Plant Mix	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Roller, Plant Mix Or Multi-lift Materials	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Roto-mill, Roto-grinder	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Saws - Concrete	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Scraper, Self Propelled Under 45 Yards	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Scrapers - Concrete & Carry All	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Scrapers, Self-propelled: 45 Yards And Over	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Service Engineers - Equipment	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shotcrete/gunite Equipment	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson			\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>

	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.				
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$54.61	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Slipform Pavers	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Spreader, Topsider & Screedman	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Subgrader Trimmer	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Bucket Elevators	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Crane Over 175'in Height, Base To Boom	\$54.61	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Crane Up To 175' In Height Base To Boom	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Transporters, All Track Or Truck Type	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Trenching Machines	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck Crane Oiler/driver - 100 Tons And Over	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck Crane Oiler/driver Under 100 Tons	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck Mount Portable Conveyor	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Welder	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Wheel Tractors, Farmall Type	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Yo Yo Pay Dozer	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Jefferson	<a href="#">Power Line Clearance Tree Trimmers</a>	Journey Level In Charge	\$43.76	<u>5A</u>	<u>4A</u>	
Jefferson	<a href="#">Power Line Clearance Tree Trimmers</a>	Spray Person	\$41.51	<u>5A</u>	<u>4A</u>	
Jefferson	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Equipment Operator	\$43.76	<u>5A</u>	<u>4A</u>	
Jefferson	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Trimmer	\$39.10	<u>5A</u>	<u>4A</u>	
Jefferson	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Trimmer Groundperson	\$29.44	<u>5A</u>	<u>4A</u>	

Jefferson	<a href="#">Refrigeration &amp; Air Conditioning Mechanics</a>	Journey Level	\$27.68		<u>1</u>	
Jefferson	<a href="#">Residential Brick Mason</a>	Journey Level	\$50.12	<u>5A</u>	<u>1M</u>	
Jefferson	<a href="#">Residential Carpenters</a>	Journey Level	\$39.62	<u>5D</u>	<u>1M</u>	
Jefferson	<a href="#">Residential Cement Masons</a>	Journey Level	\$18.00		<u>1</u>	
Jefferson	<a href="#">Residential Drywall Applicators</a>	Journey Level	\$39.62	<u>5D</u>	<u>1M</u>	
Jefferson	<a href="#">Residential Drywall Tapers</a>	Journey Level	\$18.95		<u>1</u>	
Jefferson	<a href="#">Residential Electricians</a>	JOURNEY LEVEL	\$21.00		<u>1</u>	
Jefferson	<a href="#">Residential Glaziers</a>	Journey Level	\$35.10	<u>7L</u>	<u>1H</u>	
Jefferson	<a href="#">Residential Insulation Applicators</a>	Journey Level	\$13.96		<u>1</u>	
Jefferson	<a href="#">Residential Laborers</a>	Journey Level	\$19.91		<u>1</u>	
Jefferson	<a href="#">Residential Marble Setters</a>	Journey Level	\$50.12	<u>5A</u>	<u>1M</u>	
Jefferson	<a href="#">Residential Painters</a>	Journey Level	\$17.56		<u>1</u>	
Jefferson	<a href="#">Residential Plumbers &amp; Pipefitters</a>	Journey Level	\$43.72	<u>5A</u>	<u>1G</u>	
Jefferson	<a href="#">Residential Refrigeration &amp; Air Conditioning Mechanics</a>	Journey Level	\$71.46	<u>6Z</u>	<u>1G</u>	
Jefferson	<a href="#">Residential Sheet Metal Workers</a>	Journey Level (Field or Shop)	\$41.84	<u>7F</u>	<u>1R</u>	
Jefferson	<a href="#">Residential Soft Floor Layers</a>	Journey Level	\$42.15	<u>5A</u>	<u>3D</u>	
Jefferson	<a href="#">Residential Sprinkler Fitters (Fire Protection)</a>	Journey Level	\$9.32		<u>1</u>	
Jefferson	<a href="#">Residential Stone Masons</a>	Journey Level	\$50.12	<u>5A</u>	<u>1M</u>	
Jefferson	<a href="#">Residential Terrazzo Workers</a>	Journey Level	\$9.32		<u>1</u>	
Jefferson	<a href="#">Residential Terrazzo/Tile Finishers</a>	Journey Level	\$9.32		<u>1</u>	
Jefferson	<a href="#">Residential Tile Setters</a>	Journey Level	\$9.32		<u>1</u>	
Jefferson	<a href="#">Roofers</a>	Journey Level	\$44.21	<u>5A</u>	<u>1R</u>	
Jefferson	<a href="#">Roofers</a>	Using Irritable Bituminous Materials	\$47.21	<u>5A</u>	<u>1R</u>	
Jefferson	<a href="#">Sheet Metal Workers</a>	Journey Level (Field or Shop)	\$69.37	<u>7F</u>	<u>1E</u>	
Jefferson	<a href="#">Shipbuilding &amp; Ship Repair</a>	Heat & Frost Insulator	\$58.93	<u>5J</u>	<u>1S</u>	
Jefferson	<a href="#">Sign Makers &amp; Installers (Electrical)</a>	Journey Level	\$19.29		<u>1</u>	
Jefferson	<a href="#">Sign Makers &amp; Installers (Non-Electrical)</a>	Journey Level	\$12.15		<u>1</u>	
Jefferson	<a href="#">Soft Floor Layers</a>	Journey Level	\$24.89		<u>1</u>	
Jefferson	<a href="#">Solar Controls For Windows</a>	Journey Level	\$10.31		<u>1</u>	
Jefferson	<a href="#">Sprinkler Fitters (Fire Protection)</a>	Journey Level	\$19.67		<u>1</u>	
Jefferson	<a href="#">Stage Rigging Mechanics (Non Structural)</a>	Journey Level	\$13.23		<u>1</u>	
Jefferson	<a href="#">Stone Masons</a>	Journey Level	\$50.12	<u>5A</u>	<u>1M</u>	
Jefferson	<a href="#">Street And Parking Lot Sweeper Workers</a>	Journey Level	\$16.00		<u>1</u>	
Jefferson	<a href="#">Surveyors</a>	All Classifications	\$25.19	<u>Null</u>	<u>1</u>	

Jefferson	<a href="#">Telecommunication Technicians</a>	Journey Level	\$39.57	<u>7E</u>	<u>1E</u>	
Jefferson	<a href="#">Telephone Line Construction - Outside</a>	Cable Splicer	\$36.01	<u>5A</u>	<u>2B</u>	
Jefferson	<a href="#">Telephone Line Construction - Outside</a>	Hole Digger/Ground Person	\$20.05	<u>5A</u>	<u>2B</u>	
Jefferson	<a href="#">Telephone Line Construction - Outside</a>	Installer (Repairer)	\$34.50	<u>5A</u>	<u>2B</u>	
Jefferson	<a href="#">Telephone Line Construction - Outside</a>	Special Aparatus Installer I	\$36.01	<u>5A</u>	<u>2B</u>	
Jefferson	<a href="#">Telephone Line Construction - Outside</a>	Special Apparatus Installer II	\$35.27	<u>5A</u>	<u>2B</u>	
Jefferson	<a href="#">Telephone Line Construction - Outside</a>	Telephone Equipment Operator (Heavy)	\$36.01	<u>5A</u>	<u>2B</u>	
Jefferson	<a href="#">Telephone Line Construction - Outside</a>	Telephone Equipment Operator (Light)	\$33.47	<u>5A</u>	<u>2B</u>	
Jefferson	<a href="#">Telephone Line Construction - Outside</a>	Telephone Lineperson	\$33.47	<u>5A</u>	<u>2B</u>	
Jefferson	<a href="#">Telephone Line Construction - Outside</a>	Television Groundperson	\$19.04	<u>5A</u>	<u>2B</u>	
Jefferson	<a href="#">Telephone Line Construction - Outside</a>	Television Lineperson/Installer	\$25.27	<u>5A</u>	<u>2B</u>	
Jefferson	<a href="#">Telephone Line Construction - Outside</a>	Television System Technician	\$30.20	<u>5A</u>	<u>2B</u>	
Jefferson	<a href="#">Telephone Line Construction - Outside</a>	Television Technician	\$27.09	<u>5A</u>	<u>2B</u>	
Jefferson	<a href="#">Telephone Line Construction - Outside</a>	Tree Trimmer	\$33.47	<u>5A</u>	<u>2B</u>	
Jefferson	<a href="#">Terrazzo Workers</a>	Journey Level	\$46.96	<u>5A</u>	<u>1M</u>	
Jefferson	<a href="#">Tile Setters</a>	Journey Level	\$46.96	<u>5A</u>	<u>1M</u>	
Jefferson	<a href="#">Tile, Marble &amp; Terrazzo Finishers</a>	Finisher	\$37.79	<u>5A</u>	<u>1B</u>	
Jefferson	<a href="#">Traffic Control Stripers</a>	Journey Level	\$42.33	<u>7A</u>	<u>1K</u>	
Jefferson	<a href="#">Truck Drivers</a>	Asphalt Mix Over 16 Yards (W. WA-Joint Council 28)	\$47.91	<u>5D</u>	<u>3A</u>	<u>8L</u>
Jefferson	<a href="#">Truck Drivers</a>	Asphalt Mix To 16 Yards (W. WA-Joint Council 28)	\$47.07	<u>5D</u>	<u>3A</u>	<u>8L</u>
Jefferson	<a href="#">Truck Drivers</a>	Dump Truck	\$19.61		<u>1</u>	
Jefferson	<a href="#">Truck Drivers</a>	Dump Truck And Trailer	\$19.61		<u>1</u>	
Jefferson	<a href="#">Truck Drivers</a>	Other Trucks (W. WA-Joint Council 28)	\$47.91	<u>5D</u>	<u>3A</u>	<u>8L</u>
Jefferson	<a href="#">Truck Drivers</a>	Transit Mixer	\$14.47		<u>1</u>	
Jefferson	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Irrigation Pump Installer	\$11.77		<u>1</u>	
Jefferson	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Oiler	\$9.45		<u>1</u>	
Jefferson	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Well Driller	\$11.60		<u>1</u>	

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**Overtime Codes**

**Overtime calculations** are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
  - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
  - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
  - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Benefit Code Key – Effective 8-31-2013 thru 3-4-2014

1. N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- S. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays and all other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

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2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
  - C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.
  - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
  - G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
  - H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
  - K. All hours worked on holidays shall be paid at two times the hourly rate of wage in addition to the holiday pay.
  - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
  - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
  - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
  - W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.
  - Y. All hours worked on Saturdays (except for make-up days) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

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3. B. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
  - D. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 15% over the hourly rate of wage. All other hours worked after 6:00 am on Saturdays, shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
  - F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
  - G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, , and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 8:00 am Sunday to 8:00 am Monday and Holidays shall be paid at double the straight time rate of pay. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
    - A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

**Holiday Codes**

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).

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- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- 5. I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

**Holiday Codes Continued**

- 6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8).
- E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Day, And A Half-Day On Christmas Eve Day. (9 1/2).
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day,

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Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).

- I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).
- 6. T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

**Holiday Codes Continued**

- 7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday And Saturday After Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

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- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- 7. J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day. 10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- O. Paid Holidays: New Year's Day, The Day After Or Before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, The Day After Or Before Christmas Day, And The Employees Birthday. 11). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

**Note Codes**

- 8. A. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:

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Over 50' To 100' -\$2.00 per Foot for Each Foot Over 50 Feet  
Over 100' To 150' -\$3.00 per Foot for Each Foot Over 100 Feet  
Over 150' To 220' -\$4.00 per Foot for Each Foot Over 150 Feet  
Over 220' -\$5.00 per Foot for Each Foot Over 220 Feet

- 8 C. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:  
Over 50' To 100' -\$1.00 per Foot for Each Foot Over 50 Feet  
Over 100' To 150' -\$1.50 per Foot for Each Foot Over 100 Feet  
Over 150' To 200' -\$2.00 per Foot for Each Foot Over 150 Feet  
Over 200' -Divers May Name Their Own Price
- D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
- Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
- R. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

**Washington State Department of Labor and Industries**  
**Policy Statement**  
**(Regarding the Production of "Standard" or "Non-standard" Items)**

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.
2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.
3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.
4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.
5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.
6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.

**WSDOT's  
Predetermined List for  
Suppliers - Manufactures - Fabricator**

Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

<b>ITEM DESCRIPTION</b>	<b>YES</b>	<b>NO</b>
1. Metal rectangular frames, solid metal covers, herringbone grates, and bi-directional vaned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets. See Std. Plans		<b>X</b>
2. Metal circular frames (rings) and covers, circular grates, and prefabricated ladders for Manhole Types 1, 2, and 3, Drywell Types 1, 2, and 3 and Catch Basin Type 2. See Std. Plans		<b>X</b>
3. Prefabricated steel grate supports and welded grates, metal frames and dual vaned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets. See Std. Plans.		<b>X</b>
4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		<b>X</b>
5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		<b>X</b>
6. Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.		<b>X</b>
7. Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.		<b>X</b>

ITEM DESCRIPTION	YES	NO
8. Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		<b>X</b>
9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	<b>X</b>	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	<b>X</b>	
11. Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.	<b>X</b>	
12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		<b>X</b>
13. Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..	<b>X</b>	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		<b>X</b>
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		<b>X</b>
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		<b>X</b>

ITEM DESCRIPTION	YES	NO
17. Precast Concrete Inlet - with adjustment sections, See Std. Plans		<b>X</b>
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		<b>X</b>
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		<b>X</b>
20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		<b>X</b>
21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		<b>X</b>
22. Vault Risers - For use with Valve Vaults and Utilities Vaults.		<b>X</b>
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		<b>X</b>
24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		<b>X</b>
25. Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	<b>X</b>	
26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	<b>X</b>	

ITEM DESCRIPTION	YES	NO
27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.	<b>X</b>	
28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	<b>X</b>	
29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	<b>X</b>	
30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	<b>X</b>	
31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	<b>X</b>	
32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	<b>X</b>	
33. Monument Case and Cover See Std. Plan.		<b>X</b>

ITEM DESCRIPTION	YES	NO
34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	<b>X</b>	
35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	<b>X</b>	
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	<b>X</b>	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		<b>X</b>
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	<b>X</b>	
39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings.	<b>X</b>	
40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	<b>X</b>	
41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		<b>X</b>

ITEM DESCRIPTION	YES	NO
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. <b>NOTE:</b> *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	<b>X</b>	<b>X</b>
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		<b>X</b>
44. Guardrail components	<b>X</b>	<b>X</b>
	Custom End Sec	Standard Sec
45. Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46. Asphalt	Covered by WAC 296-127-018	
47. Fiber fabrics		<b>X</b>
48. Electrical wiring/components		<b>X</b>
49. treated or untreated timber pile		<b>X</b>
50. Girder pads (elastomeric bearing)	<b>X</b>	
51. Standard Dimension lumber		<b>X</b>
52. Irrigation components		<b>X</b>

ITEM DESCRIPTION	YES	NO
53. Fencing materials		<b>X</b>
54. Guide Posts		<b>X</b>
55. Traffic Buttons		<b>X</b>
56. Epoxy		<b>X</b>
57. Cribbing		<b>X</b>
58. Water distribution materials		<b>X</b>
59. Steel "H" piles		<b>X</b>
60. Steel pipe for concrete pile casings		<b>X</b>
61. Steel pile tips, standard		<b>X</b>
62. Steel pile tips, custom	<b>X</b>	

Prefabricated items specifically produced for public works projects that are prefabricated in a county other than the county wherein the public works project is to be completed, the wage for the offsite prefabrication shall be the applicable prevailing wage for the county in which the actual prefabrication takes place.

It is the manufacturer of the prefabricated product to verify that the correct county wage rates are applied to work they perform.

See RCW [39.12.010](#)

(The definition of "locality" in RCW [39.12.010](#)(2) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.

## **WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects**

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries.

The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Building Service Employees
- Electrical Fixture Maintenance Workers
- Electricians - Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers - Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators - Underground Sewer & Water
- Residential \*\*\* ALL ASSOCIATED RATES \*\*\*
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.

**Washington State Department of Labor and Industries  
Policy Statements  
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)**

**WAC 296-127-018 Agency filings affecting this section**

**Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.**

(1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site:

(i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or

(ii) At multiple points at the project; or

(iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).

(d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.

(e) They deliver concrete to a public works site regardless of the method of incorporation.

(f) They assist or participate in the incorporation of any materials into the public works project.

(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]



General Decision Number: WA140054 02/07/2014 WA54

Superseded General Decision Number: WA20130054

State: Washington

Construction Type: Building

County: Jefferson County in Washington.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/03/2014
1	02/07/2014

ASBE0007-005 06/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Pipe Insulation).....	\$ 42.46	16.35

BRWA0001-015 06/01/2013

	Rates	Fringes
BRICKLAYER.....	\$ 35.60	14.52

BRWA0001-016 06/01/2013

	Rates	Fringes
TILE FINISHER.....	\$ 24.50	13.29
TILE SETTER.....	\$ 33.26	13.70

CARP0770-024 07/01/2013

	Rates	Fringes
CARPENTER (Acoustical Ceiling Installation).....	\$ 37.20	13.08
CARPENTER (Including Formwork and Drywall Hanging).....	\$ 37.20	13.08
MILLWRIGHT.....	\$ 38.30	13.08

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

- |                  |           |            |
|------------------|-----------|------------|
| Seattle          | Olympia   | Bellingham |
| Auburn           | Bremerton | Anacortes  |
| Renton           | Shelton   | Yakima     |
| Aberdeen-Hoquiam | Tacoma    | Wenatchee  |

Ellensburg                      Everett                      Port Angeles  
 Centralia                      Mount Vernon              Sunnyside  
 Chelan                          Pt. Townsend

Zone Pay:

0 -25 radius miles              Free  
 26-35 radius miles              \$1.00/hour  
 36-45 radius miles              \$1.15/hour  
 46-55 radius miles              \$1.35/hour  
 Over 55 radius miles          \$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles              Free  
 26-45 radius miles              \$ .70/hour  
 Over 45 radius miles          \$1.50/hour

-----  
 ELEC0046-006 02/04/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 42.61	3%+15.96

-----  
 ENGI0302-023 06/01/2013

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 37.39	16.65
Group 1AA.....	\$ 37.96	16.65
Group 1AAA.....	\$ 38.52	16.65
Group 1.....	\$ 36.84	16.65
Group 2.....	\$ 36.35	16.65
Group 3.....	\$ 35.93	16.65
Group 4.....	\$ 33.57	16.65

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Excavator/Trackhoe, Backhoes: Over 90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Loaders-overhead, 8 yards and over; excavator/Trackhoe, backhoes: over 50 metric tons to 90 metric tons

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Excavator/Trackhoe, backhoes: over 30 metric tons to 50 metric tons; Loader-overhead 6 yards to, but not including 8 yards; Dozer D-10

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments;  
Excavator/Trackhoe, backhoe: 15 to 30 metric tons;  
Loaders-overhead under 6 yards; Mechanic

GROUP 3 - Cranes-thru 19 tons with attachments; Dozers-D-9  
and under; Roller-Plant Mix; Excavator/Trackhoe, backhoe:  
under 15 metric tons; Forklift: 3000 lbs and over with  
attachments

GROUP 4 - Roller-other than plant mix; Forklift: under 3000  
lbs with attachments

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IRON0086-003 07/01/2013

	Rates	Fringes
Ironworker (REINFORCING, STRUCTURAL AND ORNAMENTAL).....	\$ 38.14	21.35

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LABO0001-022 06/01/2013

ZONE 1:

	Rates	Fringes
Laborers:		
GROUP 3.....	\$ 31.76	9.85
GROUP 4.....	\$ 32.53	9.85
GROUP 5.....	\$ 33.06	9.85

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):  
ZONE 2 - \$1.00  
ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,  
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.  
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective  
city hall  
ZONE 2 - More than 25 but less than 45 radius miles from the  
respective city hall  
ZONE 3 - More than 45 radius miles from the respective city  
hall

LABORERS CLASSIFICATIONS

GROUP 3: General or Common Laborer; Mason  
Tender-Cement/Concrete

GROUP 4: Grade Checker; Pipe Layer

GROUP 5: Mason Tender-Brick

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PAIN0005-001 07/01/2013

Rates	Fringes
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PAINTER (Brush and Roller, Excludes Spray and Drywall Finishing/Taping).....	\$ 28.15	10.39
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PAIN0005-013 01/01/2011

	Rates	Fringes
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SOFT FLOOR LAYER (Including vinyl and carpet).....	\$ 29.04	12.52
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PAIN0188-001 07/01/2013

	Rates	Fringes
--	-------	---------

GLAZIER.....	\$ 38.75	14.90
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PLAS0528-004 06/01/2013

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER....	\$ 36.63	14.55
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\* PLUM0032-012 01/01/2014

	Rates	Fringes
--	-------	---------

PIPEFITTER.....	\$ 51.81	18.1
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ROOF0054-011 06/01/2013

	Rates	Fringes
--	-------	---------

ROOFER (Includes Roof Tear Off, Waterproofing, and Installation of Metal Roofs).....	\$ 31.57	12.62
--	----------	-------

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SFWA0699-006 07/01/2013

	Rates	Fringes
--	-------	---------

SPRINKLER FITTER (Fire Sprinklers).....	\$ 45.87	22.72
--	----------	-------

-----  
SHEE0066-036 06/01/2012

	Rates	Fringes
--	-------	---------

Sheet Metal Worker (HVAC Duct Installation Only).....	\$ 44.44	22.49
--	----------	-------

-----  
SUWA2002-009 06/18/2009

	Rates	Fringes
--	-------	---------

OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 27.94	0.00
---	----------	------

PAINTER: Drywall

Finishing/Taping.....	\$ 29.90	0.00
PAINTER: Spray.....	\$ 17.80	4.18
PLUMBER.....	\$ 35.00	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 24.83	0.00
TRUCK DRIVER: Dump Truck.....	\$ 23.50	6.87

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
 Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

## Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



DOCUMENT 004393 - BID SUBMITTAL CHECKLIST

1.1 BID INFORMATION

- A. Bidder: \_\_\_\_\_.
- B. Project Name: **Jefferson Transit Authority – Maintenance, Operations, & Administration Center.**
- C. Project Location: **63 Four Corners Road, Port Townsend, WA 98368.**
- D. Owner: **Jefferson Transit Authority.**
- E. Owner Project Number: FTA Project Number WA-0180-02
- F. Architect: **TCF Architecture, PLLC.**
- G. Architect Project Number: 2013-006.
- H. Project Manager: Samantha Trone, P.E.

1.2 BIDDER'S CHECKLIST

- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements. Attach this completed checklist to the Sealed Bid.
- B. The following items shall be submitted by all bidders within the Sealed Bid.
  - 1. Bid Form provided in the Project Manual (Section 004113). Prepared Bid Form shall be as required by the Instructions to Bidders.
  - 2. Attached to the Bid Form: Bid Bond (Section 004313) OR a certified check for the amount required.
  - 3. Non-Collusion Declaration (Section 004115).
  - 4. JTA Title VI Assurance (Section 004116).
  - 5. Suspension and Debarment Declaration (Section 004117).
  - 6. Buy America Certification (Section 004118).
  - 7. Lobbying Form (Section 004119).
  - 8. Disadvantaged Business Enterprises Forms (Section 004120).
    - a. DBE Participation Form
    - b. DBE Written Confirmation Form
- C. The following items shall be submitted by all bidders within **one (1) hour** after the time bids are due.
  - 1. Subcontractors List (Section 004114).

- D. The following items shall be submitted by all bidders within **two (2) days** after the time bids are due.
1. Acceptance Criteria Form (Section 004121).
  2. References (Section 004512).

END OF DOCUMENT 004393

1 SECTION 004512 - REFERENCES

2 **1.1 REFERENCES**

3 Provide the names of your last five completed publicly bid projects, which are demonstratively equal in  
4 scope and magnitude to this construction project. Include in the reference a summary of the construction  
5 project and contact information for the owner’s representative. Also provide information regarding  
6 claim(s) and/or lien(s), the base bid amount and total change order amount for each project. In the project  
7 summary explain why the claims or liens occurred and how you resolved them. Similar references from  
8 other Public Works entities of equal or greater scope and magnitude will be evaluated.

9 **1. Company Name:** \_\_\_\_\_  
10 Company Address: \_\_\_\_\_  
11 City Telephone: \_\_\_\_\_  
12 Owner’s representative: \_\_\_\_\_  
13 Project Summary: \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 Base Bid Amount \$ \_\_\_\_\_ Change Order Amount \$ \_\_\_\_\_  
19 Claims \_\_\_\_\_  
20 Liens \_\_\_\_\_

21 **2. Company Name:** \_\_\_\_\_  
22 Company Address: \_\_\_\_\_  
23 City Telephone: \_\_\_\_\_  
24 Owner’s representative: \_\_\_\_\_  
25 Project Summary: \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_  
28 \_\_\_\_\_  
29 \_\_\_\_\_  
30 Base Bid Amount \$ \_\_\_\_\_ Change Order Amount \$ \_\_\_\_\_  
31 Claims \_\_\_\_\_  
32 Liens \_\_\_\_\_

33 **3. Company Name:** \_\_\_\_\_  
34 Company Address: \_\_\_\_\_  
35 City Telephone: \_\_\_\_\_  
36 Owner’s representative: \_\_\_\_\_  
37 Project Summary: \_\_\_\_\_  
38 \_\_\_\_\_  
39 \_\_\_\_\_  
40 \_\_\_\_\_  
41 \_\_\_\_\_  
42 Base Bid Amount \$ \_\_\_\_\_ Change Order Amount \$ \_\_\_\_\_  
43 Claims \_\_\_\_\_  
44 Liens \_\_\_\_\_

1 **4. Company Name:** \_\_\_\_\_  
2 Company Address: \_\_\_\_\_  
3 City Telephone: \_\_\_\_\_  
4 Owner's representative: \_\_\_\_\_  
5 Project Summary: \_\_\_\_\_  
6 \_\_\_\_\_  
7 \_\_\_\_\_  
8 \_\_\_\_\_  
9 Base Bid Amount \$ \_\_\_\_\_ Change Order Amount \$ \_\_\_\_\_  
10 Claims \_\_\_\_\_  
11 Liens \_\_\_\_\_

12 **5. Company Name:** \_\_\_\_\_  
13 Company Address: \_\_\_\_\_  
14 City Telephone: \_\_\_\_\_  
15 Owner's representative: \_\_\_\_\_  
16 Project Summary: \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 Base Bid Amount \$ \_\_\_\_\_ Change Order Amount \$ \_\_\_\_\_  
22 Claims \_\_\_\_\_  
23 Liens \_\_\_\_\_  
24 \_\_\_\_\_

25 **Bidding Company Name** \_\_\_\_\_

1 SECTION 005213 - FORM OF AGREEMENT

2 1. The Form of Agreement shall be the “JEFFERSON TRANSIT AUTHORITY PUBLIC  
3 WORKS CONTRACT,” a sample of which is included in this Section.

4 2. Included as an attachment to the Form of Agreement, the “INSURANCE  
5 REQUIREMENTS FOR CONSTRUCTION CONTRACTS,” specify insurance  
6 requirements with which the Contractor must comply.

7 END OF SECTION 005213



**JEFFERSON TRANSIT AUTHORITY  
PUBLIC WORKS CONTRACT**

THIS AGREEMENT made and entered into this \_\_ day of \_\_\_\_\_, 20\_\_, by and between the **Jefferson Transit Authority** (“Owner” or “JTA”), and \_\_\_\_\_ (“Contractor”):

**WHEREAS**, pursuant to the invitation of the Owner for bids, the Contractor did, in accordance therewith, file with the Owner a proposal containing an offer which was invited by said notice, and

**WHEREAS**, the Owner has heretofore determined that said offer was the lowest responsive and responsible bid submitted;

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein, the parties hereto covenant and agree as follows:

- 1. Contract Scope of Work; Contract Documents.** The Contractor shall in a workmanlike manner do all work and furnish all tools, materials, and equipment for the

**Maintenance, Operations, & Administration Center**

in accordance with and as described in the following Contract Documents (incorporated by reference in this Contract):

1. Public Works Contract, including Insurance Requirements for Construction Contracts;
2. Addenda;
3. Bid Tabulation Form;
4. Special Conditions;
5. Supplementary Conditions;
6. Federal Transit Authority (FTA) Federal Contract Clauses as set out at 007213 of the specifications;
7. Revised AIA 201-2007 General Conditions;
8. Specifications (Division 0 – 44);
9. Schedules;
10. Contract Plans (large scale over small scale);and
11. 2012 Washington State Department of Transportation Standard Plans for Road, Bridge, and Municipal Construction

In the event of a conflict or discrepancy among or in the Contract Documents, interpretation shall be governed in the priority listed and set forth above.

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever they may require for the transfer of materials and for constructing and completing the work provided for in the specifications to be furnished by the Jefferson Transit Authority.

**2. Contract Amount; Compensation.** The Jefferson Transit Authority hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide materials and to do and cause to be done the above described work and to complete and finish the same according to the Scope of Work and the terms and conditions herein contained and hereby contracts to pay for the same, the total sum of \_\_\_\_\_ including tax. Payment shall be as provided in the Instructions for Bidders unless otherwise provided. Payment shall be made monthly upon submittal of a pay request for work performed to date as determined by the Owner. Failure to perform any of the obligations under the contract by Contractor may be decreed by the Owner to be adequate reason for withholding any payments until compliance is achieved, including withholding amounts from any payment based on substantial completion to cover the Owner’s cost to complete any punch list items.

**3. Time for Completion.** The Contractor shall physically complete the project within 345 Calendar Days, measured as 285 days to substantial completion, plus 60 days to Final Acceptance from the Notice to Proceed.

**4. Insurance and Indemnity Requirements.** Contractor shall take out and maintain insurance as set forth in Section 005213 of the bid package, which is incorporated herein by reference.

**5. Correction of Work.** If within one year after the date for Substantial Completion, any of the work is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after written notice to do so. If the Contractor fails to correct nonconforming work within a reasonable time after notice, the Owner may, without prejudice to other remedies it may have, correct such deficiencies, and the Contractor shall pay the cost to the Owner, plus 10% of JTA’s administrative overhead fee.

**IN THE WITNESS WHEREOF** the parties hereto have caused this agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**Jefferson Transit Authority**

**Contractor**

By: \_\_\_\_\_  
Tammi Rubert, General Manager

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

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

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

**END OF TEXT**

## **INSURANCE REQUIREMENTS FOR CONSTRUCTION CONTRACTS**

### **Indemnification / Hold Harmless**

The Contractor shall defend, indemnify and hold Jefferson Transit Authority, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Contract except for injuries and damages caused by the sole negligence of Jefferson Transit Authority.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and Jefferson Transit Authority, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

### **Insurance**

The Contractor shall procure and maintain for the duration of the Contract and any warranty period, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors,

#### **A. Minimum Scope of Insurance**

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage.

Jefferson Transit Authority shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CO 20 10 11 85 or a substitute endorsement providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builder's Risk insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. Professional Liability for any portion of the work which entails Design/Build.
6. Contractor's Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards).

**B. Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
3. Workers' Compensation with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Builder's Risk with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. Professional Liability with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Contractors' Pollution Legal Liability with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Jefferson Transit Authority, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects Jefferson Transit Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to Jefferson Transit Authority.

**D. Contractor's Insurance For Other Losses**

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

**E. Waiver of Subrogation**

The Contractor and Jefferson Transit Authority waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extend covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

**F. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**G. Verification of Coverage**

Contractor shall furnish Jefferson Transit Authority with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by Jefferson Transit Authority before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Jefferson Transit Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

**H. Subcontractors**

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

**END OF TEXT**

- 1 **SECTION 006113 — PERFORMANCE AND PAYMENT BOND**
- 2
- 3 **1.1 PERFORMANCE BOND**
- 4
- 5 A. Reference AIA Form A312-2010
- 6
- 7 **1.2 PAYMENT BOND**
- 8
- 9 A. Reference AIA Form A312-2010
- 10





# AIA<sup>®</sup> Document A312<sup>™</sup> – 2010

## Performance Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

**SURETY:**  
*(Name, legal status and principal place of business)*

**OWNER:**  
*(Name, legal status and address)*

### CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

*(Name and location)*

Jefferson Transit Authority Maintenance, Operations and Administration Center

### BOND

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$

Modifications to this Bond:  None  See Section 16

### CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

### SURETY

Company: *(Corporate Seal)*

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

Name and

Title:

*(Any additional signatures appear on the last page of this Performance Bond.)*

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

Name and

Title:

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

Company: \_\_\_\_\_ *(Corporate Seal)*

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

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

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

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



# AIA<sup>®</sup> Document A312™ – 2010

## Payment Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

**SURETY:**  
*(Name, legal status and principal place of business)*

**OWNER:**  
*(Name, legal status and address)*

### CONSTRUCTION CONTRACT

Date:  
Amount: \$  
Description:  
*(Name and location)*  
Jefferson Transit Authority, Operations and Administration Center

### BOND

Date:  
*(Not earlier than Construction Contract Date)*

Amount: \$  
Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**  
Company: *(Corporate Seal)*

**SURETY**  
Company: *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY— Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

1 SECTION 007213 – GENERAL CONDITIONS OF THE CONTRACT

2 1.1 GENERAL CONDITIONS

3 A. The "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION" AIA  
4 Document A201-2007 Edition, is a part of these Contract Documents, and is  
5 incorporated herein immediately following this section.

6 1.2 FTA FEDERAL CONTRACT CLAUSES

7 A. Attached as Section 007213.01 "FTA Federal Contract Clauses."

8 1.3 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS

9 A. Attached as Section 007231.02 "Prompt Payment for Construction Contracts."

10 1.4 GENERAL REQUIREMENTS

11 A. In addition to the General Conditions, the General Requirements (specifications sections  
12 within Division 01) stipulate additional requirements further describing the contractual  
13 and procedural administration and management of the contract.

14 B. In the event of discrepancies between the General Conditions and General Requirements,  
15 the General Conditions shall take precedence.

16 END OF SECTION 007213





# AIA<sup>®</sup> Document A201<sup>™</sup> – 2007

## ***General Conditions of the Contract for Construction***

for the following PROJECT:

*(Name and location or address)*

Jefferson Transit Authority

Maintenance, Operations and Administration Center

### **THE OWNER:**

*(Name, legal status and address)*

Jefferson Transit Authority

1615 West Sims Way

Port Townsend, WA 98368

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### **THE ARCHITECT:**

*(Name, legal status and address)*

TCF Architecture, PLLC

902 North Second Street

Tacoma, WA 98403

Phone: 253-572-3993

Fax: 253-572-1445

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4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
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13	MISCELLANEOUS PROVISIONS

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User Notes:

(943288441)

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- 15 CLAIMS AND DISPUTES

Init.

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 BASIC DEFINITIONS

#### § 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements. In the event of a conflict or discrepancy among, or in the Contract Documents, interpretation shall be governed in the following priority, with n Addendum or a revision to a Contract Document having precedence over the original document and later Addenda having precedence over earlier:

- .1 Public Works Contract, including Insurance Requirements for Construction Contracts;
- .2 Addenda;
- .3 Bid Tabulation Form;
- .4 Special Conditions;
- .5 Supplementary Conditions;
- .6 Federal Transit Authority (FTA) Federal Contract Clauses as set out at 007213 of the specifications;
  
- .7 Revised AIA 201-2007 General Conditions;
- .8 Specifications (Divisions 01-44)
- .9 Schedules
- .10 Drawings (large-scale having precedence over small-scale, and written or computed dimensions having precedence over scaled dimensions).

In the event the Work is shown on Drawings but not contained in Specifications, the Work as shown shall be provided at no change in the Contract Sum or Contract Time, according to specifications consistent with and reasonably inferable from the Work shown on the Drawings to be issued by the Architect. In the event that Work is contained in the Specifications but is not shown on the Drawings, the Work as contained in the specifications shall be provided at no change in the Contract Sum or the Contract Time, according to specifications consistent with and reasonably inferable from the Work on the Drawings to be issued by the Architect.

#### § 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's ~~consultants, consultants of any tier,~~ (2) between the Owner and a Subcontractor or a ~~Sub-subcontractor, Sub-subcontractor~~ (although the Owner does not waive any third-party beneficiary rights it may otherwise have as to Subcontractors of any tier), (3) between the Owner and the Architect or the Architect's consultants of any tier or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, ~~equipment~~ equipment, tools and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

### § 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

### § 1.1.6 THE SPECIFICATIONS

The Specifications (also known as the Project Manual) are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services, and may exist as a part of the Drawings or may be in a separate bound document or both.

### § 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants of any tier under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials, renderings, drawings, specifications (both paper copies and electronic media), and other similar materials through which the Work to be executed by the Contractor is described.

### § 1.1.8 INITIAL DECISION-MAKER

The Initial Decision-Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

## § 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 If there is any inconsistency in the Drawings, or between the Drawings and Specifications, unless otherwise ordered in writing by the Architect or Owner, the Contractor shall provide the better quality of, or the greater quantity of, work or materials. Anything shown on the Drawings but not covered in the Specifications or anything covered in the Specifications but not shown on the Drawings shall be considered as if covered in both.

## § 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

## § 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.4.1 Reference in the singular to an article, device, item or piece of equipment shall include the larger of the number of such articles indicated in the Contract Documents or the number required to complete the installation.

## § 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall of any tier shall, subject to the rights of the Owner, be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor,

Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the ~~Work~~ Work under the Contract Documents and with respect to the Project. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. All copies of the Instruments of Services, except the Contractor's record set, shall be returned or suitable accounted for to the Architect, on request, upon completion of the Work. The Contractor may retain one record set. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

#### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

### ARTICLE 2 OWNER

#### § 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the ~~Owner or the Owner's authorized representative~~ Jefferson Transit Authority or the Owner's authorized representative. The "Owner" does not include staff, custodians, maintenance or safety workers, or others at the Jefferson Transit Authority.

§ 2.1.2 ~~The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

#### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 ~~Prior to commencement of the Work, the Contractor may. The Contractor may only request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) Contract if the Owner fails to make payments of undisputed amounts to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) require or if the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. due and the Owner agrees. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary environmental approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner ~~shall~~ may furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor should assume that the locations of any underground or hidden utilities, underground tanks, plumbing or electrical runs indicated in the surveys or Contract Documents are shown in approximate locations, but the Contractor is responsible for making all utility location checks.

§ 2.2.4 ~~The Owner~~ Owner, upon written request, shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such reasonable information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the ~~Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2, Contractor~~, free of charge, five (5) sets of the Contract Documents (Project Manual, Addenda, and Full Size Drawing Sheets). The Contractor shall be responsible for printing and payment of any additional sets of Contract Documents. The General Contractor shall be responsible for creating its own conformed set of Contract Documents, incorporating any addenda information.

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly or materially fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten-day~~ seven (7) day period after receipt of written notice from the Owner to commence and continue to make progress toward the correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's (and the Architect's consultants of any tier) additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. The right of the Owner to correct the Work pursuant to this Section 2.4 shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of itself or others. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, ~~if required bonded and insured~~ in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract ~~Documents~~ Documents and submittals accepted pursuant to Section 3.12.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 The Contractor shall be and operate as an independent contractor in the performance of the Work and shall have complete control over and responsibility for all personnel performing the Work. The Contractor is not authorized to enter into any agreements or undertakings for or on behalf of the Owner or to act as or be an agent or employee of the Owner.

### § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the ~~site~~ site and existing building(s), where applicable, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. By executing this

Contract, the Contractor represents and acknowledges that the Contract Sum is reasonable compensation for all the Work, that it is performing with its own forces any percentage of Work specified in the Contract Documents or the Bidding Documents, that the Contract Time is adequate for the performance of the Work, and that it has carefully examined the Contract Documents and the Project site, including any existing structures, and that it has 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 conditions and other foreseeable matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof, including but not limited to those conditions and matters affecting: transportation, access, local regulations, disposal, handling and storage of materials, equipment and other items; availability and quality of labor, water, electric power, utilities, drainage; availability and condition of roads; normal climatic conditions and seasons; physical conditions at the Project site and the surrounding locality; topography and ground surface conditions; and equipment and facilities needed preliminary to and at all times during the performance of the Work. The failure of the Contractor to fully acquaint itself with any such condition or matter shall not in any way relieve the Contractor from the responsibility for performing the Work in accordance with the Contract Documents and within the Contract Time and the Contract Sum.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Drawings, Specifications, and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of ~~any existing conditions and~~ verify any existing conditions, including all general reference points and ~~any interfering existing conditions,~~ related to that portion of the Work, and shall observe any conditions at the site ~~affecting it- and building(s) affecting it and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing such activities.~~ These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the ~~Architect~~ Architect, as a Request for Information (RFI), any errors, inconsistencies or omissions discovered by or made known to the Contractor ~~as a request for information in such form as the Architect may require.~~ Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of ~~clarifications or instructions the Architect issues any design errors or omissions or inconsistencies noted by the Contractor during this review, or clarifications or instructions issued by the Owner or the Architect~~ in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public ~~authorities.~~ ~~authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and failed to report it to the Owner and the Architect.~~ If the Contractor performs any construction activity it knows or reasonably should have known involves an error, inconsistency or omission in the Contract Documents or reports referenced therein without such notice to the Owner and the Architect, the Contractor shall be responsible for such performance and shall bear the attributable costs and time for correction.

§ 3.2.5 Any investigations of hidden or subsurface conditions have been made for design purposes. The results of these investigations may be available for the convenience of the Bidders and the Sub-bidders but are not a part of the Contract Documents. While the Contractor may rely upon such investigation results, there is no guarantee, express or implied, that the conditions indicated are representative of those existing throughout the site or that unforeseen

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developments may not occur. The Contractor is solely responsible for reasonably interpreting the information provided.

§ 3.2.6 The Contractor shall do no work without applicable Drawings, Specifications, or written modifications or, where required, Shop Drawings, Product Data, or Samples, unless instructed to do so in writing by the Architect and the Owner.

### **§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

§ 3.3.1 The Contractor shall supervise and direct the Work, 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~~ sequences, assembly details and procedures, for safety precautions and programs, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. The Contractor shall review any such specific instructions and any construction or installation procedure specified in the Contract Documents, shall advise the Architect (a) if the specified instruction or procedure deviates from what the Contractor considers to be good construction practice, (b) if following the instruction or procedure will affect any warranties, or (c) if the Contractor objects to the instruction or procedure, and shall propose alternative instructions or procedures acceptable to the Contractor, for which no increase in the Contract Sum or Time will be made. If the Contract Documents give specific instructions concerning construction means, methods, techniques, assembly details, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed by the Owner to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors of any tier and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. Subcontractors of any tier.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work. Under no condition shall a section of Work proceed prior to preparatory work having been completed, cured, dried and otherwise made satisfactory to receive the related work. Responsibility for timely installation of all materials and equipment rests solely with the Contractor, who shall maintain coordination control at all times. The Contractor shall ensure that the responsible Subcontractor has carefully examined all preparatory work that has been executed to receive its work and has notified the Contractor (who shall notify the Architect in writing) of any defects or imperfections in preparatory work that will, in any way, affect satisfactory completion of the Work. The lack of such notification or the failure of the Contractor to inspect such portions of the Work shall constitute an acceptance of preparatory work and a waiver of any later claim or defect therein.

§ 3.3.4 The Contractor shall perform such detailed examination, inspection and quality control and surveillance of the Work as will ensure that the Work is progressing and is being completed in strict accordance with the Contract Documents, including the then-current issue of the Drawings and Specifications. The Contractor shall be responsible for examination, inspection and quality control and surveillance of all Work performed by any Subcontractor of any tier. The Contractor shall determine when it is necessary to perform, and shall perform, tests (in addition to those requested by the Owner or required by the Specifications or any other provision of the Contract Documents) to verify its inspections or to ensure that the Work is being completed in strict accordance with the Contract Documents.

§ 3.3.5 The Contractor shall plan and lay out all Work in advance of operations so as to coordinate all work without delay or revision. The Contractor is responsible for coordination of all the Drawings and Specifications related to specific locations and beyond what is contained in the Contract Documents. The Contractor shall establish and maintain existing lot lines, restrictions and bench marks. The Contractor shall establish and maintain all other lines, levels and bench marks necessary for the execution of the Work and take necessary steps to prevent their dislocation or

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destruction. The Contractor shall employ a professional land surveyor registered in the State in which the Project is located to initially layout and be responsible for the accuracy of the Work.

§ 3.3.6 The Contractor shall maintain and contemporaneously provide the Owner and Architect with copies of daily reports of the activities related to the Work, including but not limited to numbers of workers by trade, equipment in use and stored, inspections, and performance of Change Order and Construction Change Directive Work.

#### **§ 3.4 LABOR AND MATERIALS**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** ~~Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3-12.8 or 7.4, the~~ After the Contract has been executed, the Owner and the Architect may consider a written request for the substitution of material or products in place of those specified in the Contract Documents only under exceptional circumstances described in and following the procedures of the Contract Documents. The written request must include the specifications for the material or product, plus any other supporting information requested by the Architect, and any proposed change in the Contract Sum or Contract Time. The Contractor may make substitutions only with the written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By requesting a substitution, the Contractor represents that it has personally investigated the proposed material or product and determined that it is equal or better in all respects to that specified, that the same or better warranty will be provided for the substitution, that complete cost data, including all direct and indirect costs of any kind, has been presented, that it waives any other known or unknown Claim for an increase in the Contract Sum or Contract Time, that it has coordinated with affected Subcontractors, and the substitution will not impact other parts of the Work, and that it will coordinate the installation of the substitute if accepted and make all associated changes in the Work. The Contractor will be responsible for the reasonable costs of any time the Owner and/or the Architect and the Architect's consultant of any tier expend in reviewing a substitution request. Such costs for time and expenses shall be deducted from the Contract Sum via a Change Order, and then paid to the Architect by the Owner.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the ~~Work~~ Work, including the observance of drug testing and all smoking, tobacco, alcohol, parking, safety, weapons and other rules governing the conduct of personnel at the Project site. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

#### **§ 3.4.4 Prevailing Wages**

**§ 3.4.4.1** Pursuant to RCW 39.12, "Prevailing Wages on Public Works," no worker, laborer, or mechanic employed in the performance of any part of the Work shall be paid less than the "prevailing rate of wage" (in effect as of the date that bids are due) as determined by the Industrial Statistician of the Department of Labor and Industries. The schedule of the prevailing wage rates for the locality or localities where this Contract will be performed is attached to the executed contract and made a part of the Contract Documents by reference as though fully set forth herein. To the extent that there is any discrepancy between the attached schedule of prevailing wage rates and the published rates applicable under WAC 296-127-011, or if no schedule is attached, the prevailing rates shall apply with no increase in the Contract Sum. It is the Contractor's responsibility to ensure that the correct prevailing wage rates are paid. The Contractor shall provide the respective Subcontractors with a schedule of the applicable prevailing wage rates. Questions relating to prevailing wage data should be addressed to the Industrial Statistician upon request.

Mailing Department of Labor and Industries Address:

Prevailing Wage Office PO Box 44540

Olympia, WA 98504

Telephone: (360) 902-5335

Facsimile: (360) 902-5300

§ 3.4.4.2 Pursuant to RCW 39.12.060, in case any dispute arises as to what are the prevailing rates of wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the Department of Labor and Industries of the state, and his or her decision therein shall be final and conclusive and binding on all parties involved in the dispute.

§ 3.4.4.3 The Contractor shall defend, indemnify and hold the Owner, Architect, and the Architect's Consultants of any tier, harmless, including attorneys' fees, from any violation or alleged violation by the Contractor or any Subcontractor of any tier of RCW 39.12 ("Prevailing Wages on Public Works") and Chapter 51 RCW ("Industrial Insurance"), including without limitation RCW 51.12.050.

§ 3.4.4.4 Federal wage requirements, are pursuant to the Davis-Bacon and Copeland Acts as codified at 40 USC 3141, et seq. and 18 USC 874. Refer to Section 007213 Federal Transit Administration (FTA) Federal Contract Clauses for further information.

§ 3.4.5 The Contractor shall comply with all applicable provisions of RCW 49.28 ("Hours of Labor").

§ 3.4.6 Pursuant to RCW 49.70, "Worker and Community Right to Know Act," and WAC 296-62-054 et seq., the Contractor shall provide the Owner and Architect copies of and have available at the Project Site a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor of any tier at the Project Site. The Contractor shall not be entitled to an increase in the Contract Time or Contract Sum arising from its failure or alleged failure to comply with this statute or regulation.

§ 3.4.7 Certified Asbestos-Free and Lead-Free Products: All products and materials incorporated into the Project as part of the Work shall be certified as "asbestos-free" and "lead-free" by United States standards. At the completion of the project the Contractor shall submit Certifications of Asbestos-Free and of Lead-Free Materials certifying that all materials and products incorporated into the Work meet the requirements of this section.

§ 3.4.8 The Contractor shall be responsible for labor peace on the Project and shall at all times use its best efforts and exercise its best judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes or strikes where reasonably possible and practical under the circumstances, and shall at all times maintain Project-wide labor harmony.

§ 3.4.9 Materials shall conform to the manufacturer's standards in effect at the date of execution of the Contract Documents and shall be installed in strict accordance with the manufacturer's instructions, specifications and directions. The Contractor shall, if required in writing by the Owner and Architect, furnish satisfactory evidence regarding the kind and quality of any materials identifying thereon the source, and warranting their quality and compliance with the Contract Documents.

§ 3.4.10 Minority and Women Owned Business Enterprises

§ 3.4.10.1 This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of DBEs is 10%. **The agency's overall goal for DBE participation is 0.9%.** Refer to Section 007213 Federal Transit Administration (FTA) Federal Contract Clauses for further information.

§ 3.4.10.2

§ 3.4.10.3

§ 3.4.10.4

§ 3.4.10.5

**§ 3.5 WARRANTY**

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or explicitly permit otherwise. The Contractor further

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warrants that the Work will be performed in a skillful and workmanlike manner, will conform to the requirements of the Contract Documents, and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. ~~require.~~ Work, materials, or equipment not conforming to these requirements may be requirements, including substitutions not properly approved and authorized, is considered defective. The Contractor's warranty excludes remedy for damage or defect caused by ~~abuse,~~ abuse by the Owner, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.1 The Contractor is not relieved of its general warranty obligations by the specification of a particular product or procedure in the Contract Documents. Warranties in the Contract Documents shall survive completion, acceptance and final payment.

§ 3.5.2 The Contractor shall collect, assign, and deliver to the Owner any specific written warranties given by others.

§ 3.5.3 Warranty language shall comply with the Contract Documents and shall be submitted to the Owner and Architect at least thirty (30) days prior to ordering the warranted material or equipment.

§ 3.5.4 If, within one year after the Date of Substantial Completion (unless another date is established in the Contract Documents) of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner or Architect to do so. This obligation shall survive Termination of the Contract.

### § 3.6 TAXES

The Contractor shall pay sales, consumer, ~~use-use,~~ B&O, income, and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, ~~received,~~ whether or not yet effective or merely scheduled to go into effect. The only taxes excluded from the Contract Sum or separately reimbursable are state and local sales taxes. The Owner will pay sales taxes proportionately with each periodic and final payment request in addition to the amount allowed on the payment certificate and Contractor shall pay such taxes to the authority as required by law.

### § 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner will secure and pay for the permits and governmental fees listed in the Special Conditions, or Division 01 Sections, and the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies all other permits, and fees including, without limitation all Subcontractor (of any tier) permits and fees, plan check fees, application and review fees, governmental licenses, fees, renewals and penalties, and inspections fees (including re-inspection fees) necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Contractor will be responsible for, and will not be reimbursed for, license fees or any renewals and penalties.

§ 3.7.1.1 The Contractor is required to have a current Business and Occupation License as required by the local governing jurisdiction. The final payment on this Contract shall not be made until all Business and Occupation License fees and taxes have been paid, and the Contractor provides proof of such licensing.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. The Contractor shall coordinate and schedule all Work with permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority necessary for completion of the Work. The Contractor shall keep the Owner and Architect informed of communications from and with these authorities. The Contractor shall be responsible for providing all information, documents, and fees to the permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority promptly after issuance of the Notice to Proceed to the extent necessary for site access and, for other purposes, as soon as necessary to obtain and coordinate permits, utility and other such connections. The Contractor shall obtain all permit renewals during the course of the Work. The Contractor will be responsible for providing information and fees to the Department of Labor and Industries.

§ 3.7.2.1 Drawings and Specifications govern whenever Drawings and Specifications require higher standards than are required by referenced codes or regulations, or by agencies having jurisdiction.

§ 3.7.3 If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, codes, rules or regulations, or lawful orders of public authorities, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs and time attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that 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, the Contractor shall promptly provide written notice to the Owner and the Architect before conditions are disturbed and in no event later than ~~21~~seven (7) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or ~~both~~both consistent with the requirements of the Contract Documents. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No increase to the Contract Sum or the Contract Time shall be allowed if the Contractor knew or reasonably should have known of the concealed conditions prior to its executing the Contract.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such immediately notify the Owner and Architect by telephone call and also in writing. Upon receipt of such written notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations that may affect the human remains, burial markers, archaeological sites or wetlands until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time-Time, if any, arising from the existence of such remains or features may-shall be made as provided in Article 15.

### § 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1— Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2— Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3— Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

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### § 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a ~~competent~~ competent, experienced project manager, project engineer, superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communication shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.9.2 The Contractor, ~~as soon as practicable after award of the Contract,~~ shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection. superintendent, project manager and project engineer shall be employees of the Contractor. The superintendent and project engineer shall remain on the Project site whenever Subcontractors of any tier are working and not less than eight (8) hours per day, five (5) days per week, unless the job is closed down due to a legal holiday, a general strike, conditions beyond the control of the Contractor, termination of the Contract in accordance with the Contract Documents or unless Substantial Completion is attained. After Substantial Completion, a qualified, experienced representative of the Contractor with authority to bind the Contractor shall remain on site full-time until Final Completion is attained. Neither the superintendent nor the Contractor's project manager or project engineer shall be changed without the approval of the Owner, which shall not be unreasonably withheld. The superintendent shall not be employed on any other project during the course of the Work. The Contractor shall also have available for work on site experienced, skilled employees, such as carpenters, laborers, erection specialists, etc., to perform work as needed.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed. Contractor, within ten (10) days after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent, project manager, and project engineer. The Owner or Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent, project manager, or project engineer or (2) that the Architect or Owner requires additional time to review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Within ten (10) days after award of the Contract, the Contractor shall also furnish to the Architect and Owner:

- .1 A chain-of-command organizational chart which includes all supervisory personnel, including the project manager, the project engineer and the superintendent, assistant superintendent and lead foreman, that the Contractor intends to use on the Work. The chart shall specify any limits of authority for each person, including any limitations on his/her ability to speak for and bind the Contractor, as well as any limits on decision-making authority with respect to specific dollar values, contract time, and issues affecting quality of the Work.
- .2 Complete resumes, including all past and current projects, for the project manager, the project engineer and the superintendent. The Owner intends to review the resumes and verify references, and it reserves the right to reject personnel reasonably believed to be unsuitable or incompatible for the Project. The Contractor shall replace any rejected personnel with an agreeable replacement at no increase in the Contract Sum or Contract Time.
- .3 A list of telephone numbers for all key personnel of the Contractor and its principal subcontractors for purposes of contacting personnel after hours in the event of an emergency. The list shall be periodically updated as necessary to ensure the Owner has the most current information.
- .4 Other submittals as listed in Division 1 Sections of the Specifications.

§ 3.9.4 The Contractor shall not employ a proposed superintendent, project manager, or project engineer to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent or project manager without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, ~~promptly after being awarded the Contract, promptly,~~ and within the time limits set forth in the General Conditions, and Division 01 Sections, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work, for the Work, which shall be consistent with the requirements of the Contract Documents. Within the time limits set forth in the General Conditions, and Division 01

Sections, but in any event prior to submitting its first Application for Payment, the Contractor, after consultation with its Subcontractors, shall submit the Contractor's Construction Schedule consistent with the requirements of the Contract Documents. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare and keep current a submittal schedule, promptly after being awarded the Contract and update it thereafter as necessary to maintain a current submittal schedule, ~~schedule (but no less than monthly),~~ and shall submit the schedule(s) for the Owner and Architect's approval. The Owner and Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow ~~the Architect reasonable time to review the Architect, the Architect's consultants of any tier, and the Owner reasonable time to review submittals in accordance with the Specifications and submittal procedures.~~ The Contractor should expect a response time of at least twenty-one (21) days for the Architect's review and at least twenty-eight (28) days for review by the Architect's consultants. Complex, inter-related or multiple submittals will often take longer. Neither the Owner nor the Architect can guarantee response times from governmental authorities, such as permitting agencies or review of any required deferred submittals. If the Contractor fails to submit ~~a~~ an acceptable submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. Also, see Division 01 Sections of the Specifications for additional requirements.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and ~~Architect.~~ Architect and shall promptly notify the Owner and Architect of any substantial deviations from those schedules.

### § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner and update at least weekly one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, ~~Orders, Construction Change Directives, and other Modifications, plus all Architect's Supplemental Instructions and other clarifications,~~ in good order and marked currently to indicate field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar ~~required submittals, required submittals,~~ and as required by Division 01 Section "Submittal Procedures". These shall be available to the ~~Architect.~~ Architect, the Architect's consultants of any tier, and the Owner and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. The location of all existing or new hidden piping, valves, conduit, cabling and utilities, as located during the course of construction, shall be appropriately marked until the actual field location dimensions and coordinates are incorporated on the as-built drawings, and mechanical and electrical deviations and changes shall be included. The documents shall include all Architectural, Mechanical, Electrical, Structural, Landscape, and Civil as-built drawings, whether changes occur or not. These documents, as well as the approved permit set of plans, shall be available to the Architect and Owner at the site and reviewed with them on a monthly basis. Upon Final Completion of the Work, the Contractor shall transfer all as-built information in a clear and legible manner as described in the Contract Documents, shall certify in writing that these documents reflect complete and accurate "as-built" conditions and shall deliver the following in a clear, clean and legible manner and in compliance with all requirements of local governmental entities: (i) a paper copy of the documents, in good condition, (ii) the approved permit set of plans, (iii) one complete, full size set of drawings on which has been neatly drafted all deviations and changes recorded on the job prints and included as drawings prepared by the Contractor (such as bidder-design drawings), (iv) a CD-ROM containing the as-built documents, Shop Drawings, Contractor-prepared drawings (such as bidder-design drawings), Specifications, Addenda, maintenance manuals and warranties to the Architect for submittal to the Owner in accordance with the provisions of the Contract Documents, and (v) an electronic copy in the format specified in the Contract Documents. Satisfactory maintenance of up-to-date as-built drawings on a monthly basis will be a requirement for approval of progress payments. Also see specifications Division 01 Sections for additional requirements.

### § 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, ~~Sub-subcontractor,~~ of any tier, manufacturer, supplier or distributor to illustrate some portion of the Work.

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§ 3.12.2 Product Data are illustrations, manufacturer's specifications, standard schedules, performance charts, test standards and results, color charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, color, finish, pattern, texture, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review-by-Review, acceptance or approval of such submittals by the Owner or the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which 4.2.7 and shall not constitute an approval of the Contractor's means and methods or a waiver or modification of any requirement of the Contract Documents. Informational submittals upon which the Owner or the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by -the (but are not required to be) returned by the Owner or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, note any deviations from the Contract Documents, approve in writing, and submit to the Architect-Architect, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness and frequency and in such sequence and uniform flow rate as to cause no delay in the Work or in the activities of the Owner or of separate contractors. The Architect may return without action submittals that are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor; such return will not constitute an Owner-caused delay to the Contractor. At the time of submission, the Contractor shall inform the Architect in writing of any deviation in the Shop Drawings, Product Data, or Samples from the requirements of the Contract Documents. So far as practicable, each Shop Drawing or Product Data submittal shall bear a cross reference note referring to Drawing or detail numbers on the Drawings showing the same Work in order to facilitate checking of Shop Drawing or Product Data and their prompt return to the Contractor. Shop Drawings for interrelated Work shall be submitted at approximately the same time. The Contractor shall stamp and initial its approval on all submittals prior to submitting them to the Architect indicating that the Contractor has satisfied its responsibilities under the Contract Documents for review of the submittals. Unless otherwise directed, the Contractor shall submit one reproducible copy and eight (8) black line print copies to the Architect for its use and distribution. Electronic submittal options may be enumerated in Division 01 Sections. At a minimum, the Architect will return the reproducible copy. The Contractor is responsible to make the number of copies as required for fabrication and construction purposes. The Contractor shall keep accurate records of the receipt, review and delivery of all submittals and shall submit to the Owner reports every other week on the status of their review, identifying the location and the causes of any failure to promptly receive such submissions and suggesting responsibility.

§ 3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

- .1 Each submittal shall bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission.
- .2 Each submittal shall be accompanied by a completed Submittal Cover Sheet, as included in the Project Manual or provided by the Architect, which shall clearly identify applicable Specification section and paragraph number(s), material, supplier, pertinent data such as catalog numbers and the use for which intended.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved-reviewed and accepted by the Architect.

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§ 3.12.8 The Work shall be in accordance with ~~approved-accepted~~ submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's ~~approval~~ acceptance of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Architect's approval of a deviation shall be specific to that item, and does not grant approval to other deviations even within the same submittal. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's ~~approval thereof, approval, review or acceptance thereof.~~ Any corrections or modifications to Shop Drawings made by the Architect shall be deemed accepted by the Contractor, without change in Contract Sum or Contract Time, unless the Contractor provides the Architect with written notice within seven (7) days of return of the submittal, or at least three (3) working days before commencing any Work from such Shop Drawings, which ever is earlier. The Contractor shall make all corrections requested by the Architect and, when requested by the Architect, provide a corrected submittal without change in the Contract Sum or Contract Time.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's ~~approval-acceptance~~ of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, ~~approve-approve, accept~~ or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The method, type, and number of Shop Drawings, Product Data, Samples and similar submittals are to be submitted as set forth in the Project Manual, Division 01 Section "Submittal Procedures"; conform thereto. Any references to Section 3.12 elsewhere in the Contract Documents shall be read as referring to the same subject matter in Division 1 Section "Submittal Procedures" of the Project Manual.

§ 3.12.12 The Contractor shall not occupy the site nor commence work thereon until deemed by the Owner and Architect to be in compliance with all bond and insurance requirements.

### § 3.13 USE OF SITE

~~The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.~~ § 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, permits, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 Portions of the site may be occupied and in use during construction. The Contractor is responsible to coordinate its Work with any such occupation or use at no increase to the Contract Sum or Time and at no disruption to the occupancy or use.

### § 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.14.3 Additional provisions for cutting and patching are included in the Project Manual, Division 01 Section "Execution"; conform thereto. Any references to Section 3.14 elsewhere in the Contract Documents shall also be read as referring to the same subject matter in Division 01 Section "Execution" of the Project Manual.

§ 3.14.4 Existing structures and facilities, including but not limited to buildings, landscaping, fencing, lights, poles, railings, utilities, meters, topography, streets, curbs, and walks, that are damaged or removed due to excavations or other construction work (of the Contractor), shall be patched, repaired or replaced by the Contractor to the satisfaction of the Architect, the owner of such structures and facilities, and governmental authorities having jurisdiction. In the event the governmental authorities require that the repairing and patching be done with their own labor and/or materials, the Contractor shall abide by such regulations and it shall pay for such work at no additional cost to the Owner.

### § 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding ~~area-area~~, including roads and walks, free from accumulation of waste materials or rubbish caused by operations under the Contract. At the Owner's or agency having jurisdiction's request, and in any event, at the completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor for any clean-up costs.

§ 3.15.3 Provisions for cleaning up are included in the Project Manual, Section "Execution"; conform thereto. Any references to Section 3.15 elsewhere in the Contract Documents shall be read as referring to the same subject matter in Section "Execution" of the Project Manual.

### § 3.16 ACCESS TO WORK

The Contractor shall provide the ~~Owner and Architect-Owner, Architect, and the Architect's consultants of any tier~~, access to the Work in preparation and progress wherever located.

### § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the ~~Owner and Architect-Owner, Architect and the Architect's consultants of any tier~~ harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or ~~Architect-Architect or the Architect's consultants of any tier~~. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the ~~Architect-Architect and the Owner in writing.~~

### § 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law and subject to the following conditions, the Contractor shall defend, indemnify and hold harmless the Owner, ~~Architect, Architect's consultants, and agents and employees of any of them~~ its board members, officials, employees, consultants, and volunteers, Architect, Architect's consultants of any tier,

and agents and employees, successors and assigns of any of them ("Indemnified Parties") from and against claims, damages, losses and expenses, ~~including but not limited to attorneys' fees, direct and indirect, or consequential, including but not limited to costs, design professional and consultant fees and expenses of any tier, and attorneys' fees and expenses incurred on such claims and in proving the right to indemnification,~~ arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent ~~caused by the negligent acts or omissions of the Contractor, a Subcontractor, Subcontractor of any tier, their agents and anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, liable~~ ("Indemnitor"). Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity ~~that which~~ would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.1.1 The Contractor will fully defend and indemnify the Indemnified Parties for the sole negligence of the Indemnitor.

§ 3.18.1.2 To the extent of the Indemnitor's negligence, the Contractor will indemnify the Indemnified Parties for the concurrent negligence of the Indemnitor.

§ 3.18.1.3 The Contractor agrees to being added by the Owner or the Architect as a party to any arbitration or litigation with third parties in which the Owner or Architect alleges indemnification or contribution from the Contractor, any of its Subcontractors of any tier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The Contractor agrees that all of its Subcontractors of any tier will, in their subcontracts, similarly stipulate; in the event any does not, the Contractor shall be liable in place of such Subcontractor(s) of any tier.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, Subcontractor of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor of any tier under workers' compensation acts, disability benefit acts or other employee benefit acts. After mutual negotiation of the parties, the Contractor waives immunity as to the Owner, the Architect and their consultants of any tier only under Title 51 RCW, "Industrial Insurance." IF THE CONTRACTOR DOES NOT AGREE WITH THIS WAIVER, IT MUST PROVIDE A WRITTEN NOTICE TO THE OWNER PRIOR TO THE DATE FOR THE RECEIPT OF BIDS, OR THE CONTRACTOR WILL BE DEEMED TO HAVE NEGOTIATED AND WAIVED THIS IMMUNITY.

§ 3.18.3 To the extent any portion of this Section 3.18 is stricken by a court or arbitrator for any reason, all remaining provisions shall retain their vitality and effect.

## ARTICLE 4 ARCHITECT

### § 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative and does not include any employees of the Owner. Further, the term "Architect" shall mean the Architect and their consultants of any tier, within their specific areas of responsibility, and does not include employees of the Owner.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the ~~Owner, Contractor~~ Owner and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the ~~Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.~~

§ 4.1.4 The Architect is not bound to define the limits of any subcontract, and will not enter into disputes between the Contractor and his employees, including subcontractors of any tier, or between the Contractor and suppliers.

## § 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative ~~but not the Owner's agent~~ during construction until the date the Architect issues the final Certificate for ~~Payment~~. ~~Payment and from time to time during the one (1) year period for correction of Work.~~ The Architect will have authority to act on behalf of the Owner only to the extent provided ~~in the Contract Documents in the Contract Documents~~, unless otherwise modified in writing in accordance with other provisions of the Contract. ~~The Architect is not the agent of the Owner and is not authorized to agree on behalf of the Owner to changes in the Contract Sum or Contract Time, nor to direct the Contractor to take actions that change the Contract Sum or Contract Time.~~

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar ~~with~~ ~~with~~, and to keep the Owner reasonably informed about, the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ~~The Architect will not~~ ~~Neither the Architect nor the Owner will have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.~~ The presence of the Architect, the Architect's consultants of any tier, or the Owner at the site shall not in any manner be construed as assurance that the Work is completed in compliance with the Contract Documents, nor as evidence that any requirement of the Contract Documents of any kind, including notice, has been met or waived.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. ~~The Architect will not~~ ~~Neither the Architect, the Architect's consultants of any tier, nor the Owner, will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.~~ ~~The Architect will not~~ ~~Neither the Architect, the Architect's consultants of any tier nor the Owner will have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.~~ Neither the Architect, the Architect's consultants of any tier nor the Owner will be responsible for defining the extent of any subcontract or dealing with disputes between Contractor and third parties.

### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. The Contractor also shall PROVIDE THE OWNER WITH A DIRECT COPY OF ALL WRITTEN COMMUNICATIONS TO THE ARCHITECT, including all notices, requests, Claims, and potential changes in the Contract Sum or Contract Time but not including Shop Drawings, Product Data or Samples. Communications by and with the Architect's consultants of any tier shall be through the Architect. Communications by and with Subcontractors of any tier and material suppliers shall be through the ~~Contractor~~. Contractor except as provided in the Contract Documents. Communications by and with separate contractors shall be through the Owner. Infrequent minor and incidental direct communications between the Architect and the subcontractors, or between the Contractor or subcontractors of any tier and the Architect's consultants, shall not be deemed to be in violation of the Contract and such communications should be reported to the Architect and the Contractor promptly by the parties involved.

§ 4.2.5 Based on the Architect's and the Architect's consultants ( of any tier) observations and evaluations of the Work and the Contractor's Applications for Payment, the Architect will ~~review and certify~~ make recommendations to and otherwise assist the Owner to determine the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 ~~The Architect has~~ Both the Architect and the Owner have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or the Owner considers it necessary or advisable, the Architect or the Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect or the

Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner or their representatives to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or accept, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with reasonable promptness in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Regardless of how a submittal is marked, the Contractor should not presume that the Architect has reviewed a submittal in every aspect.

§ 4.2.8 The Architect or Owner will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will ~~conduct inspections~~ make observations, make recommendations and otherwise assist the Owner to determine the date or dates of Substantial Completion and the date of ~~final completion~~; Final Completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents and pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. ~~The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.~~

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2.11, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until twenty-one (21) days after written request is made for them.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing (unless minor in nature) or in the form of drawings. When making such interpretations and initial decisions, the Architect will endeavor to secure faithful performance of the contract by both Owner and Contractor, will not show partiality to either and will not be liable to the Owner or Contractor for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract ~~Documents~~. Documents and agreeable to the Owner.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon a reasonable time and any time limits agreed upon, or as stated in Division 01 Sections of the Specifications, or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the ~~site-site~~ or to supply materials or equipment. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the ~~site-site~~ or to supply materials or equipment. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.1.3 A Subcontractor of any tier is a Subcontractor or a Sub-subcontractor.

§ 5.1.4 A Supplier is a person or entity who has a direct or indirect contract with the Contractor or a Subcontractor of any tier to furnish materials or equipment to be incorporated in the Work by others. A Supplier does not perform labor on the site and is usually a manufacturer, fabricator, distributor, material-man, or vendor.

§ 5.1.5 The designation of terms in this article is not meant to change or alter the definitions contained in RCW 60.28, "Lien for Labor, Materials, Taxes on Public Works," RCW 39.12, "Prevailing Wages on Public Works," or other statutory definitions of a subcontractor for the purposes of such statutes.

### § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, and not later than ten (10) days after award, shall furnish in writing to the Owner ~~through and~~ the Architect the names of all persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. ~~The Architect may reply within 14 days of the Work (i.e., at least 2% of the Contract Sum), consistent with the listing required along with the Bid.~~ The Contractor shall organize this list of Subcontractors in the same sequence as the Index of Specification sheets, and state the Work category followed by the name of the Subcontractor and/or fabricator (or "Contractor" where the portion of the Work is by the Contractor's own forces). The list shall be accompanied by evidence of any qualifications required within the technical Sections of the Project Manual and satisfactory to Architect and Owner. The list shall be updated promptly as part of the payment process if additional Subcontractors of any tier are engaged. If the Agreement is executed, no progress payment will become due until this information is so furnished. No action or inaction of the Owner or Architect in response to receipt of the names of the proposed Subcontractors shall constitute approval of any Subcontractor or of its performance. The Architect may reply promptly to the Contractor in writing stating (1) whether or not the Owner or the Architect ~~Architect~~, after due investigation, has reasonable objection to any such proposed person or entity or (2) that the Owner or Architect requires additional time for review. Failure of the Owner or Architect to reply ~~within the 14 day period~~ promptly shall constitute notice of no reasonable objection. If the Owner or Architect makes a reasonable objection, the Contractor shall replace the Subcontractor with no increase to the Contract sum or Contract Time Period. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the Work and compliance with all of the requirements of the Contract within the Contract Sum and Contract Time.

§ 5.2.1.1 Not later than fourteen (14) calendar days after the date of commencement, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as manufacturers for each of the products identified in the Specifications and, where applicable, the name of the installing Subcontractor. The Contractor shall include the company name, contact person and telephone number of each. Failure of the Owner or Architect to respond or reply shall not constitute approval of the manufacturer.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was qualified, "responsible" and reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting ~~names as required~~ qualified names as required, and no increase in the Contract Sum or Contract Time shall be allowed for such change if the Owner or Architect had made a reasonable objection. Such replacement shall not relieve the Contractor of its responsibility for the performance of the Work or compliance with all of the requirements of the Contract within the Contract Sum and Contract Time. The Contractor's listing or use of any Subcontractor that is not "responsible" shall be sufficient cause for the Owner to declare that the Contractor is not a responsible bidder, unless the Contractor agrees to substitute a responsible Subcontractor at no change to the Contract Sum or Contract Time.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution. If the Owner reasonably concludes that any portion of the Work subcontracted by the Contractor is not being prosecuted in accordance with the Contract Documents, the Contractor shall, upon request of the Owner or Architect, remove the Subcontractor performing such work. This removal shall not relieve the Contractor of its responsibility for the performance of the Work or complying with all of the requirements of the Contract within the Contract Sum and Contract Time, nor shall the Owner or Architect be obligated to so request.

§ 5.2.5 As used in this Section, 5.2, "reasonable objection" shall include without limitation:

- .1 a proposed Subcontractor of any tier differing from the entity listed with the Bid,
- .2 lack of "responsibility" of the proposed Subcontractor, as defined in RCW 43.19.1911 and in the Contract or Bidding Documents,
- .3 lack of qualification as required by the Specifications, or
- .4 material failure to perform satisfactorily (such as causing a material delay or submitting a claim the Owner considers inappropriate) on one or more projects for the Owner within five (5) years of the bidding date.

### § 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 The Contractor shall provide to the Owner copies of the written agreements between the Contractor and any Subcontractor on request. The Owner will endeavor to keep these agreements confidential subject to its obligations under Chapter 42.56 RCW.

§ 5.3.2 The Contractor shall schedule, supervise and coordinate the operations of all Subcontractors of any tier, including any suppliers of early procurement items and any Assigned Subcontractors. No subcontracting of any of the Work shall relieve the Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or from its responsibility for the performance of any other of its obligations under the Contract Documents. The Contractor is responsible for the timely, accurate and appropriate Subcontractor coordination of the

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Work of lower-tier Subcontractors in accordance with the overall Work, including communications, meetings, drawings, illustrations, and other necessary associated activities required for the successful coordination of all trades, schedules, materials and workmanship.

§ 5.3.3 The Contractor agrees to diligently, and using its best efforts, cause each Subcontractor to correct, at that Subcontractor's own expense, all work performed by the Subcontractor that is defective in material or workmanship or otherwise fails to conform to the Contract Documents, including all necessary removal, replacement and/or repair of any other portion of the Project which may be damaged in removing, replacing or repairing any portion of the Project. If any Subcontractor defaults in its obligation promptly to correct any such deficiency, the Contractor shall be responsible for correcting the deficiency.

§ 5.3.4 The Contractor shall give, and shall cause its Subcontractors of any tier to give, all required notices and comply with all applicable health and safety laws, rules, regulations, codes and lawful orders of public authorities and of quasi-governmental authorities relating to the Work, including without limitation all OSHA and WISHA requirements, and the Contractor shall, and shall cause applicable Subcontractors of any tier to, indemnify, defend and hold harmless the Owner, Architect, and the Architect's consultants of any tier, from and against any and all claims, liabilities, fines and attorneys' fees arising from any failure of the Contractor or a Subcontractor of any tier to have complied with any such requirements in any respect.

#### **§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner ~~for cause~~ pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the ~~subcontract~~ subcontract, but only for events and payment obligations that arise after the date of the assignment.

**§ 5.4.2** Upon such assignment, if the Work has been suspended for more than ~~30~~ sixty (60) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 5.4.3** Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

#### **§ 5.5 LIENS**

**§ 5.5.1** The Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors of any tier) to the extent that the Owner has paid the Contractor for such. The Contractor shall furnish to the Owner such releases of liens and claims and other documents as the Owner may request from time to time to evidence such payment (and discharge). The Owner may, at its option, withhold payment, in whole or in part, to the Contractor until such documents are furnished. The Contractor may provide other security acceptable to the Owner, such as a bond, in lieu of paying disputed liens or claims. It shall be the responsibility of the Contractor to ensure that, at the time of final payment, all liens have been waived or released and no liens can be asserted against the retainage by any of its Subcontractors of any tier.

**§ 5.5.2** The Contractor shall defend, indemnify, and hold harmless the Owner from any liens, including all expenses, attorneys' fees, and fees and expenses of the Architect and their consultants of any tier, except to the extent a lien has been filed because of failure of payment by the Owner.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 45-15, except that the Contractor shall have no claim for such construction or operations to the extent disclosed in the Bidding Documents or Contract Documents.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction ~~schedules~~ schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.1.5 The Contractor shall participate with other separate contractors and the Owner in construction meetings at intervals as deemed appropriate by the Owner, at times mutually agreeable to the Owner, Contractor, and other separate contractors. Such meetings shall be held at the construction site unless otherwise agreed to by all parties.

### § 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents. If the Contractor receives items from a separate contractor or from the Owner for storage, erection or installation, the Contractor shall acknowledge receipt for items delivered, and thereafter will be held responsible for the care, storage and any necessary replacement of items received.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, ~~promptly report to the Architect~~ promptly, but in no case later than within seven (7) days, report to the Architect and Owner in writing, apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse and indemnify the Owner for costs the Owner ~~incurs~~ incurs, including but not limited to the fees and expenses of the Architect and their consultants of any tier, that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction of a separate contractor. If such a separate contractor sues or initiates any proceeding against the Owner on account of any damages or delays alleged to have been caused by the Contractor, the Owner shall notify the Contractor. The Contractor shall defend all such proceedings at its own expense, and shall defend, indemnify, and hold the Owner and Architect and the Architect's consultants of any tier, harmless from any damages awarded on such claims, including all attorneys' fees, Architect's fees and expenses and those of their consultants of any tier, and other costs incurred by the Owner.

§ 6.2.4 The Contractor shall promptly remedy damage caused by the Contractor ~~wrongfully~~ causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.2.6 Should the Contractor or any of its Subcontractors of any tier cause damage of any kind, including but not limited to delay, to any other contractor on the project, the Contractor shall, upon due notice, promptly attempt to settle with such other contractor by agreement or otherwise to resolve the dispute. The Contractor agrees to submit to mediation any such dispute, in any amount, that remains unresolved with any other contractor. The Owner, Architect, and the Architect's consultants of any tier shall not be made party to such mediation. If such other contractor sues or initiates a mediation proceeding against the Owner or Architect on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Contractor's expense. If any judgment or award of any kind results against the Owner or Architect, whether or not the Contractor, having been notified, defends the proceedings, the Contractor shall satisfy it and shall reimburse the Owner for all expenses, attorney's fees, Architects' or Architect's consultant's fees of any tier, and court or mediation costs which the Owner incurred, including actual cost which the Owner incurred, including the actual cost of expenditures in defense which may not be costs allowed in court or the mediation process.

### § 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, solely by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. The Contractor shall be responsible for notifying the bonding and insurance companies of any changes in the Work.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. The Owner may order such changes through the date of Final Completion.

§ 7.1.4 Before effectuating a change in the Work, the Owner or Architect may request the Contractor to propose the amount of change in the Contract Sum, if any, and the extent of change in the Contract Time, if any, arising from the proposed change in the Work. The Contractor shall submit its responsive proposal as soon as possible and within ten (10) days, and shall in good faith specify the components and amounts by which the Contract Sum and/or Contract Time would change. Labor, material and equipment shall be limited to and itemized in the manner described in Section 7.5 for the Contractor and major Subcontractors. If the Contractor fails to respond within this time, the Owner may withhold some or all of a progress payment otherwise due until the tardy proposal is received. If the Owner explicitly accepts the proposal in writing, the Owner and the Contractor will be immediately bound to the terms of the proposal, the change will be included promptly in a future Change Order, and the change in the Work described in the proposal shall commence expeditiously. The Owner may reject the proposal, in which case the Owner may either not effectuate the change in the Work or may order the change through a Construction Change Directive or Supplemental Instruction or an order for a minor change in the Work. The Architect and the Architect's Consultants of any tier may confer directly with Subcontractors of any tier concerning any item proposed to the Owner under this Article.

§ 7.1.5 If the Contractor adds a reservation of rights that has not been initialed by the Owner to any Change Order, Construction Change Directive, Change Order Proposal, Application for Payment or any other document, all amounts therein shall be considered disputed and not due or payable unless and until costs are renegotiated or the reservation is withdrawn or changed in a manner satisfactory to and, in all cases, initialed by the Owner. If the Owner makes

payment for a Change Order or an Application for Payment that contains a reservation of rights not initiated by the Owner to indicate agreement with the reservation, and if the Contractor negotiates the check for such payment, then the reservation of rights shall be deemed waived, withdrawn and of no effect.

§ 7.1.6 A "minor change in the Work" referenced above is a change which has no direct or indirect effect upon the Contract Sum or Contract Time and includes, but is not limited to, an Architect's Supplemental Instruction (ASI). Such minor change shall be assumed to be at no change to the Contract Sum or Contract Time unless a claim is filed in accordance with Section 15.

## § 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

## § 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. ~~Order~~, or when the Owner or Architect deem it necessary to expedite the change in the Work.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following ~~methods;~~ methods or as mutually agreed by the Owner and Contractor:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Time and Material basis; or
- .4 As provided in Section 7.3.7;
- .5 Time and Material basis with a not-to-exceed amount. In the absence of agreement on the not-to-exceed amount, the Architect may set the not-to-exceed amount. If the Contractor disagrees with the amount, they shall proceed with the work and may submit a claim following the provisions of Article 15; or
- .6 Cost to be determined in a manner agreed upon by the parties (with or without cost limitation) and a mutually acceptable fixed or percentage fee; or
- .4 ~~As provided in Section 7.3.7.~~

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices but not the Contract Time or any other portion of the Contract Sum shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work ~~involved and advise the Architect involved.~~ As soon as possible, and within seven (7) days of receipt, the Contractor shall advise the Architect in writing of the Contractor's agreement or disagreement with the proposed adjustment or the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. The Contractor's response shall reasonably specify the reasons for its disagreement and the adjustment or other terms that it proposes. Without such timely written response, the Contractor shall conclusively be deemed to have accepted the Owner's adjustment. The Contractor's disagreement shall not relieve the Contractor of its obligation to comply promptly with any written notice issued by the Owner or the Architect. The adjustment shall then be determined by the Architect in accordance with the provisions of the Contract Documents.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, or if cost is to be determined under Section 7.3.3.3, the Contractor shall provide a not-to-exceed price for the Construction Change Directive Work within fourteen (14) days of receipt of the Construction Change Directive and the Contractor shall keep and present, itemized in the categories of Section 7.5 and in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- 1— Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- 2— Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- 3— Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- 4— Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

5— Additional costs of supervision and field office personnel directly attributable to the change. In order to facilitate checking of such quotations, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by complete itemization of costs, including labor, equipment, material and subcontract costs, in the manner described in Section 7.5. Cost items from Subcontractors of any tier shall also be similarly itemized. Approval may not be given without such itemization. Failure to provide data within twenty-one (21) days of the Owner's request shall constitute waiver of any Claim for changes in the Contract Time or Contract Sum. Unless otherwise agreed in writing by the Owner, the cost shall not exceed the lower of the prevailing cost for the work in the locality of the Project or the cost of the Work in the current edition of R.S. Means Company, Inc., building Construction Cost Data as adjusted to local costs and conditions. The Architect and the Architect's consultants of any tier, and the Owner may communicate directly with Subcontractors of any tier concerning costs of any Work included in a Construction Change Directive. If the Contractor disagrees with the method or the adjustment in the Contract Time, the adjustment or method shall be referred to the Architect for determination, and any adjustment shall be limited to the change in the actual critical path of the Contractor's Construction Schedule directly caused thereby. If the Owner and Architect disagree with the Contractor's not-to-exceed amount, the Contractor shall proceed with the Work based on the amount determined by the Architect, and the Contractor may submit a claim per Article 15.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be the largest of (i) the reasonable and prevailing value of the deletion or change, (ii) the line item value in the Schedule of Values, or (iii) the actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15, and provided that any reservations of right regarding the Construction Change Directive have been initialed by the Owner, amounts not in dispute for such changes in the Work may be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs.

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§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and ~~the Architect will prepare a~~ will be recorded by preparation and execution of an appropriate Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 MINOR CHANGES IN THE WORK

The Architect ~~has and the Owner have the~~ authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order such as an Architect's Supplemental Instruction (ASI) signed by the Architect and shall be binding on the Owner and Contractor. ~~The Contractor shall carry out such written orders promptly. If the Contractor believes that such order causes an increase in the Contract Sum or Contract Time the Contractor shall so notify the Owner and Architect within seven (7) days, and shall include their rationale and any proposed adjustment to the Contract Sum and for Contract Time, along with appropriate substantiating information. Should the Owner or Architect disagree with the Contractor's proposal, the Contractor must properly submit a notice and Claim pursuant to Article 15.~~

#### § 7.5 PRICING COMPONENTS

§ 7.5 The total cost of any Change in the Work or of any other increase or decrease in the Contract Sum, including a Claim, shall be limited to the following components:

§ 7.5.1 **Direct labor costs:** These are the labor costs determined by the number of additional craft hours and the hourly costs necessary to perform the change in the Work. The hourly cost shall be based upon the following:

- .1 Basic wages and fringe benefits: The hourly wage (without markup or labor burden) and fringe benefits paid by the Contractor as established by the Washington Department of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable, not to exceed that specified in the applicable "Intent to Pay Prevailing Wage" for the laborers, apprentices, journeymen, and foremen performing and/or directly supervising the Change in the Work on the site. The premium portion of overtime wages is not included unless pre-approved in writing by the Owner. Costs paid or incurred by the Contractor for vacations, per diem, subsistence, housing, travel, bonuses, stock options, or discretionary payments to employees are not separately reimbursable. The Contractor shall provide to the Owner copies of certified payroll statements upon the Owner's request.
- .2 Workers' insurances: Direct contributions to the State of Washington as industrial insurance; medical aid; and supplemental pension by class and rates established by the Washington Department of Labor and Industries.
- .3 Federal insurances: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).

§ 7.5.2 **Direct material costs:** This is an itemization, including material invoice, of the quantity and cost of additional materials reasonable and necessary to perform the change in the Work. The unit cost shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved in advance by the Architect. Discounts and rebates based on prompt payment need not be included if the Contractor offered but the Owner declined the opportunity to take advantage of such discount or rebate.

§ 7.5.3 **Construction equipment usage costs:** This is an itemization of the actual length of time that construction equipment appropriate for the Work will be used solely on the change in the Work at the site times the applicable rental cost as established by the lower of the local prevailing rate published in The Rental Rate Blue Book by Data Quest, San Jose, California, as modified by the AGC/WSDOT agreement, or the actual rate paid to an unrelated third party as evidenced by rental receipts. Rates and quantities of equipment rented that exceed the local fair market rental costs shall be subject to the Owner's prior approval. Total rental charges for equipment or tools shall not exceed 75% of the fair market purchase value of the equipment or the tool. Actual, reasonable mobilization costs are permitted if the equipment is brought to the site solely for the change in the Work. If more than one rate is applicable, the lowest available rate will be utilized. The rates in effect at the time of the performance of the changed Work are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to

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yield the lowest total cost. The rate for equipment necessarily standing by for future use on the changed Work shall be 50% of the rate established above. The total cost of rental allowed shall not exceed the cost of purchasing the equipment outright. If equipment is required for which a rental rate is not established by The Rental Rate Blue Book, an agreed rental rate shall be established for the equipment, which rate and use must be approved by the Owner prior to performing the Work.

§ 7.5.4 Subcontractor costs: These are payments the Contractor makes to Subcontractors for changed Work performed by such Subcontractors. The Subcontractors' cost of changed Work shall be determined in the same manner as prescribed in this Section 7.5 and shall not include consultant costs, attorneys' fees, or claim preparation expenses.

§ 7.5.5 Fee: This is the allowance for all combined overhead, profit and other costs, including all office, home office and site overhead (including project manager, project engineer, other engineers, project foreman, estimator, superintendent and their vehicles and clerical assistants), taxes (except for sales tax), employee per diem, subsistence and travel costs, warranty, safety costs, quality control/assurance, purchasing, small or hand tools (a tool that costs \$500 or less and is normally furnished by the performing contractor) or expendable charges, preparation of as-built drawings, impact on unchanged Work, Claim and Change preparation, and delay and impact costs of any kind (cumulative, ripple, or otherwise), added to the total cost to the Owner of any Change Order, Construction Change Directive, Claim or any other claim of any kind on this Project. No Fee shall be due, however, for direct settlements of Subcontractor claims by the Owner after Substantial Completion. The Fee shall be limited in all cases to the following schedule:

- .1 The Contractor shall receive 12% of the cost of any materials supplied or work properly performed by the Contractor's own forces.
- .2 The Contractor shall receive 8% of the amount owed (less fee) directly to a Subcontractor or supplier for materials supplied or for work properly performed by that Subcontractor or supplier.
- .3 Each Subcontractor of any tier shall receive 12% of the cost of any materials properly supplied or work performed by its own forces.
- .4 Each Subcontractor of any tier shall receive 6% of the amount (less fee) it properly incurs for materials supplied or work properly performed by its suppliers or subcontractors of any lower tier.
- .5 The cost to which this Fee is to be applied shall be determined in accordance with Section 7.5.1 through 7.5.4. None of the fee percentages authorized in this Paragraph 7.5.5 may be compounded with any other fee percentage or percentages authorized in this paragraph.
- .6 The total summed Fee of the Contractor and all Subcontractors of any tier shall not exceed 25% of any amounts owed to any remote, lower-tier Subcontractors that are within the lines of contractual responsibility but not in privity of contract with such Contractor or Subcontractor(s), for Work performed by remote, lower-tier Subcontractor.
- .7 If a change in the Work involves both additive and deductive items, the appropriate Fee allowed will be added to the net difference of the items. If the net difference is negative, no Fee will be added to the negative figure as a further deduction. The parties acknowledge that the fees listed in this Section 7.5.5 are substantially greater than the fees and overhead normally included in determining the Contract Sum bid and that these higher percentages are a sufficient amount to compensate the Contractor for all effects and impacts of Changes in the Work.

§ 7.5.6 Cost of change in insurance or bond premium. This is defined as:

- .1 Contractors' liability insurance: The actual cost (expressed as a percentage submitted with the certificate of insurance provided under Section 11.1.3, and subject to audit) of any changes in the Contractor's liability insurance arising directly from the changed Work; and
- .2 Public works bond: The actual cost (expressed as a percentage submitted with evidence of bondability under Section 11.4.1, and subject to audit) of the change in the Contractor's premium for the Contractor's statutorily required performance and payment bond arising directly from the changed Work. Upon request, the Contractor shall provide the Owner with supporting documentation from its insurer or surety of any associated cost incurred.

## ARTICLE 8 TIME

### § 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement. The date of commencement of the Work is the date established by the Owner in its conditional notice to proceed, which the Owner will not issue until the Contractor has complied with the terms of the notice of award of the Contract. Work on the site may begin when the Contractor complies with the requirements of the notice to proceed and submits the bonds, certificates of insurance and all other documents required by the Contract Documents.

§ 8.1.3 The date of Substantial Completion (or a designated portion thereof) is the date certified by the Architect and set by the Owner in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

## § 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract ~~Time~~ Time and shall achieve Final Completion within sixty (60) days thereafter unless otherwise specified in the Contract Documents.

§ 8.2.4 THE TIMELY COMPLETION OF THIS PROJECT IS ESSENTIAL TO THE OWNER. The Owner will incur serious and substantial damages if Occupancy does not occur by the contractually specified date, if Substantial Completion of the Work does not occur within the Contract Time, or if Final Completion does not occur within the contractually specified time. It would, however, be difficult if not impossible to determine the amount of all such damages, which could include, for example, personnel and overtime costs, transportation costs, consultant fees and expenses, governmental fees, loss of use, and lost opportunities. Consequently, provisions for liquidated damages as a reasonable estimate of loss may be included in the Contract Documents. In the case of Occupancy or as otherwise specified in the A101-2007 Agreement, there may be damages assessed in addition to liquidated damages. The Owner's right to liquidated damages is not affected by partial completion, occupancy, or beneficial occupancy. The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours, including night shifts, overtime operations and weekend and holiday work as may be necessary to insure the production of the Work in accordance with the dates of Occupancy, Substantial Completion and Final Completion, and the approved Contractor's Construction Schedule. If the Contractor fails to perform in a timely manner in accordance with the Contract Documents and, through the fault of the Contractor or Subcontractor(s) of any tier fails to meet the Contractor's Construction Schedule, the Contractor shall take such steps as may be necessary to immediately improve its progress by increasing the number of workers, shifts, overtime operations or days of work or other means and methods, all without additional cost to the Owner.

§ 8.2.5 If the Work is to be performed in phases, with separate dates set forth for Substantial Completion elsewhere in the Contract Documents, then the specified liquidated damages shall apply separately to each such phase unless otherwise specified.

§ 8.2.6 Any provisions in the Contract for liquidated damages shall not relieve or release the Contractor from liability for any and all damage or damages suffered by the Owner due to other breaches of the Contract or suffered by third parties or separate contractors. The Liquidated Damages shall be assessed at \$1,000 per day.

§ 8.2.7 The provisions in the Contract for liquidated damages are intended to be in lieu of the liability of the Contractor for special, incidental and consequential damages (such as cost of capital and loss of profits, use and revenue) sustained by the Owner but shall not relieve or release the Contractor from liability for increased Architect's fees and expenses, or that of the Architect's consultants of any tier, or for any and all damage or damages suffered by the Owner due to other breaches of the Contract or suffered by separate contractors.

§ 8.2.8 The Contractor stipulates and agrees that he has reviewed the liquidated damages figures in the Contract, believes they are reasonable and reflect as accurately as possible actual damages, and are not a penalty, and hereby waives any disagreement unless articulated in writing prior to bidding, and a change is thereby made herein.

### § 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work (1) by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or (2) by changes ordered in the Work; or (3) by unanticipated, abnormal weather (see Section 15.1.5.2), or (4) by unexpected industry-wide labor disputes, fire, unusual delay in deliveries, governmental delays (including unanticipated permit delays not caused by the Owner), unavoidable casualties or other causes beyond the Contractor's control; or (5) by delay authorized by the Owner pending mediation and arbitration; or litigation; or (6) by other causes that the Architect or Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, and the Owner may determine consistent with the provisions of the Contract Documents. In no event, however, shall the Contractor be entitled to any extension of time absent proof of (1) delay to an activity on the critical path of the Contract Schedule, so as to actually delay the Project completion beyond the date of Substantial Completion, or (2) delay transforming an activity on to the critical path of the Contract Schedule, so as to actually delay the Project completion beyond the date of Substantial Completion.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 45-15 and shall include any proposed changes in the Contractor's Construction Schedule or the Contract Time, a description of any event that could delay performance or supplying of any item of the Work, the expected duration of the delay, the anticipated effect of the delay on the Contractor's Construction Schedule, and the action being taken to correct the delay situation. That the Owner or Architect may be aware of the occurrence or existence of a delay through means other than the Contractor's written notification shall not constitute a waiver of a timely or written notice or Claim.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

- .1 The Contractor shall not recover damages, an equitable adjustment or an increase in the Contract Sum or Contract Time from the Owner where the Contractor could have reasonably avoided the delay by the exercise of due diligence. The Contractor shall be able to recover an increase in the Contract Sum, provided it is consistent with the terms of the Contract Documents, only if the delay was in the critical path, was unreasonable and was caused by the Owner or anyone acting on its behalf as permitted under the Contract Documents. The Owner is not obligated directly or indirectly for damages, an equitable adjustment, or an increase in the Contract Sum for any delay suffered by a Subcontractor of any tier that does not increase the Contract Time.
- .2 In the event the Contractor (including any Subcontractors of any tier) is held to be entitled to damages from the Owner for delay beyond the payment permitted in Section 7.5.5, it is agreed that the total combined damages to the Contractor and any Subcontractors of any tier for each day of delay shall be limited to the same daily liquidated damage rate specified in the Contract Documents due the Owner for the Contractor's delay in achieving Substantial Completion. By submitting its bid on the Work, the Contractor represents that it would be difficult if not impossible to determine the amount of any delay damages due it, that it has taken this provision for liquidated damages into consideration in its bid, and that these liquidated damages are a reasonable estimate of its loss. No damages will be allowed for any time prior to fourteen (14) days before receipt of written notice of the Claim of the delay pursuant to Article 15.
- .3 The Contractor shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; rescheduling of work, concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended overhead; profit upon damages for delay; impact damages including cumulative impacts; or similar damages. Any effect that such alleged costs may have upon the Contractor or its Subcontractors of any tier is fully compensated through the percentage Fee on Change Orders paid through Section 7.5.5 and any liquidated damages paid hereunder.
- .4 The Contractor shall not be entitled to any adjustment in the Contract Time or the Contract Sum, or to any additional payment of any sort, by reason of the loss or the use of any float time, including time

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between the Contractor's anticipated completion date and the end of the Contract Time, whether or not the float time is described as such on the Contractor's Construction Schedule.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 9.2 SCHEDULE OF VALUES

~~Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, At the earliest possible date, but no later than seven (7) days before the first Application for Payment, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect or Owner may require. Also, see the requirements of Division 1 Section "Payment Procedures." This schedule, unless objected to by the Architect, Architect or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.~~

- .1 Mobilization shall be a maximum of one-half of one percent (0.5%) of the Contract Sum, and shall be paid only if supported by an itemized breakdown of costs acceptable to the Owner.
- .2 The schedule of values shall allocate at least four percent (4%) of the Contract Sum as a separate line item for that portion of the Work between Substantial Completion and Final Completion, including, for example, completion of the punchlist, furnishing of deliverables required by the Contract Documents, and completion of all requirements for Final Completion and final payment. This line item shall be entitled "Final Documentation and Punchlist Completion" and will be earned and paid as a part of the final payment. This percentage is not the statutory retainage described in Section 9.3.4 or any other retainage but rather requires the Contractor to recognize that the Contractor and its Subcontractors will expend significant costs in advancing the Work from Substantial Completion to Final Completion, and that this amount is not earned until Final Completion of the Work is accomplished. The Owner may, at its sole discretion, release portions of this amount progressively as items are completed and upon reasonable terms.

### § 9.3 APPLICATIONS FOR PAYMENT

~~§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Progress payments will be made monthly for work duly certified, approved, and performed during the calendar month preceding the application. These amounts are paid in trust to the Contractor for distribution to Subcontractors to the extent and in accordance with the approved Application for Payment. Also see requirements of Division 1 Section "Payment Procedures".~~

§ 9.3.1.1 Draft Application. Within the first seven (7) days of each month, the Contractor shall submit to the Architect a report on the current progress of the Work as compared to the Contractor's Construction Schedule, and a draft, itemized application for payment for Work performed during the prior calendar month on a form supplied or approved by the Owner. This shall not constitute a payment request. The Contractor, the Owner and the Architect shall meet within the next seven (7) days and confer regarding the current progress of the Work and the amount of payment to which the Contractor is entitled. The Architect or the Owner may request the Contractor to provide data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors of any tier, lien releases, and certified payroll records, and reflecting retainage as provided elsewhere in the Contract Documents. The Contractor shall not be entitled to make a payment request, nor is any payment due the Contractor, until such data is furnished. As provided in Section 7.3.9, such applications may may, if payment is approved by the Owner and the Architect, include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment. Within seven (7) days after the Contractor, the Owner and the Architect have met and conferred regarding the updated draft application, and the Contractor has furnished all progress information

required and all data requested by the Architect under Section 9.3.1.1 above, the Contractor has made available current as-built drawings and commissioning logs, the Contractor may submit a payment request in the agreed-upon amount, in the form of a notarized, itemized Application for Payment, in triplicate (unless a different number is required in Division 1 Section "Payment Procedures"), for Work properly performed during the prior calendar month on a form supplied or approved by the Owner. The Application shall also state that prevailing wages have been paid in accordance with the pre-filed statements of intent to pay prevailing wages on file with the Owner and that all payments due Subcontractors of any tier from the Owner's payment the prior month have been made. THE SUBMISSION OF THIS APPLICATION CONSTITUTES A CERTIFICATION THAT THE WORK IS CURRENT ON THE CONTRACTOR'S CONSTRUCTION SCHEDULE, unless otherwise noted on the Application. The Application shall be accompanied by lien releases on a form furnished or approved by the Owner from each Subcontractor for whose Work the Owner paid the Contractor for the prior month. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay. A payment request shall not be valid unless it complies with the requirements of the Contract Documents.

**§ 9.3.1.3 Disputed Amounts.** If the Contractor believes it is entitled to payment for Work performed during the prior calendar month in addition to the agreed-upon amount, the Contractor may, also within seven (7) days after the meeting in Section 9.3.1.1, submit to the Owner and the Architect along with the approved payment request a separate written payment request specifying the exact additional amount due, the category in the schedule of values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due. Furthermore, for the submittal to be considered, pursuant to WAC 296-127-320, the Contractor and all Subcontractors shall file with the Owner by the same date certified copies of all payroll records relating to the additional amount due.

**§ 9.3.1.4 Payments to Subcontractors.** If, after making a request for payment but before paying a Subcontractor for its performance covered by the payment request, the Contractor discovers that part or all of the payment otherwise due to the Subcontractor is subject to withholding from the Subcontractor under the subcontract for unsatisfactory performance, the Contractor may withhold the amount as allowed under the subcontract, but it shall give the Subcontractor, the Owner and the Architect written notice of the remedial actions that must be taken as soon as practicable after determining the cause for the withholding but before the due date for the Subcontractor payment, and pay the Subcontractor within eight (8) working days after the Subcontractor satisfactorily completes the remedial action identified in the notice.

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of project specific materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in writing and in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### **§ 9.3.4 Retainage.**

**§ 9.3.4.1** In accordance with RCW 60.28, a sum equal to five percent (5%) of each approved Application for Payment shall be retained. The Contractor has the right to exercise, in writing, one of the options listed below:

- .1 Retained percentages will be retained in a fund by the Owner not subject to release until sixty (60) days following the Final Acceptance of the Work as completed; or
- .2 Deposited by the Owner in an interest-bearing account in a bank, mutual savings bank or savings and loan association and not subject to release until sixty (60) days following Final Acceptance of the Work as completed; or

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- .3 Placed in escrow with a bank or trust company and not subject to release until sixty (60) days following the Final Acceptance of the Work as completed.
- .4 If the Contractor provides a bond in place of retainage, it shall be in an amount equal to 5% of the Contract Sum plus change orders. The minimum requirements for the bond are that it must be on a form acceptable to the Owner, with an A.M. Best rating of "A" or better and a financial rating of no less than "VIII," signed by a surety registered by the Washington State Insurance Commissioner and on the currently authorized insurance list published by the Washington State Insurance Commissioner; additional requirements as established by the Owner may be applied.

§ 9.3.4.2 The Contractor or a Subcontractor may withhold payment of not more than five percent (5%) as retainage from the monies earned by any Subcontractor or Sub-subcontractor, provided that the Contractor pays interest to the Subcontractor at the same interest rate it receives from its reserved funds. If requested by the Owner, the Contractor shall specify the amount of retainage and interest due a Subcontractor.

#### § 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven (7) days after receipt of the Contractor's properly completed Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial and Final Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, ~~or~~ (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract ~~Sum~~. Sum or (5) has checked the Contractor's arithmetic for every line item in the payment request.

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Owner may, with or without the Architect's concurrence, withhold payment, and the Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, or subsequent observation, it may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; ~~or~~
- .7 ~~repeated-unsatisfactory prosecution of the work by the Contractor, including but not limited to failure to carry out the Work in accordance with the Contract Documents- with the Contract Documents;~~

- .8 failure to comply with the Contractor's Construction Schedule requirements or to submit a properly updated Construction Schedule;
- .9 failure to submit affidavits pertaining to wages paid as required by statute;
- .10 failure to comply with a requirement of the Contract Documents in which the Owner has reserved the right to withhold payment;
- .11 liquidated damages;
- .12 failure to properly maintain as-builts;
- .13 failure to properly submit daily construction reports; or
- .14 failure to properly submit certified payrolls.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

~~§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.~~

§ 9.5.3 Pursuant to RCW 39.12, "Prevailing Wages on Public Works," the Contractor will not receive any payment until the Contractor and all Subcontractors of any tier for whom payment is sought have submitted state-approved "Statements of Intent to Pay Prevailing Wage" to the Owner. The statement must have the approval of the Industrial Statistician of the Department of Labor and Industries before it is submitted to the Owner. The statement must include the Contractor's registration number, the number of workers in each trade classification, and the applicable wage rate for each trade listed. The Contractor agrees to provide each Subcontractor of any tier with a schedule of applicable prevailing wage rates. The Contractor and the respective Subcontractors of any tier shall pay all fees required by the Department of Labor and Industries, including fees for the approval of the "Statement of Intent to Pay Prevailing Wages." Approved copies of the "Statement of Intent to Pay Prevailing Wages" must be posted where workers can easily read them.

§ 9.5.4 The Contract shall defer to FTA Federal Contract Clauses, Section 007213 for Davis-Bacon Act requirements.

§ 9.5.5 The Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

## § 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, and it has been approved by the Owner, the Owner shall make payment in the manner and within the time provided in ~~the Contract Documents, and shall so notify the Architect, the Contract Documents.~~ The Owner will make a progress payment within thirty (30) days of its receipt of the Architect's Certificate for Payment. The Owner shall be entitled to withhold payment to the extent provided by the Contract Documents, notwithstanding the issuance of a Certificate for Payment.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven (7) days after receipt of payment from ~~the Owner the Owner,~~ out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. If the Owner withholds payment for any cause that is not the fault of a particular Subcontractor but the Contractor does receive payment for materials supplied or work performed by that Subcontractor, the Contractor shall pay that Subcontractor in accordance with its subcontract for its satisfactorily completed work, less the retained percentage.

§ 9.6.3 The Architect will, on written request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. ~~If the Contractor fails to furnish such evidence within seven days, Work and the~~ Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of ~~Work not in accordance with the Contract Documents~~ the Work.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 At the time of submitting its monthly payment request, the Contractor shall submit a written certification that the work is on or behind schedule. If behind schedule, the Contractor shall state the number of days and the cause of delay and what steps are proposed to get back on schedule.

§ 9.6.9 At the time of submitting its monthly payment request, the Contractor shall submit a written certification that all subcontractors and suppliers have (or have not) been paid as their interests appear in the previous application for payment. In the event they have not been paid in full, the certification shall state the reasons why, how much has been withheld from whom, how this conforms to the requirements of the Contract Documents, and what steps are being taken to remediate the circumstance.

#### § 9.7 FAILURE OF PAYMENT

~~If the Architect does not improperly fails to issue a Certificate for Payment, through no fault of the Contractor, within seven-fifteen (15) days after receipt of the Contractor's Application for Payment, properly completed and timely Application for Payment under Section 9.3.1.2 (subject to the approved payment schedule), or if the Owner does not pay the Contractor within seven-fifteen (15) days after the date established in the Contract Documents the amount due and owing to the Contractor certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven-fifteen (15) additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.~~ start-up.

#### § 9.8 OCCUPANCY AND SUBSTANTIAL COMPLETION

§ 9.8.1 ~~Substantial Completion~~ "Occupancy" is the stage in the progress of ~~the Work~~ the Work, or portion thereof designated and approved by the Architect and Owner, when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the ~~Work for its intended use.~~ Work, or the portion thereof, for its intended use, including FF&E and staff occupancy. The Contract Documents may contain milestones for FF&E and/or staff occupancy prior to the Date of Occupancy. When, after inspection, the Architect considers that the Work or designated portion has achieved Occupancy, the Architect shall so confirm in writing, which, upon Owner approval, shall establish the Date of Occupancy. The fact that the Owner may occupy the Work or a designated portion thereof does not indicate that the Work is acceptable in whole or in part or that Substantial Completion has been achieved. All Work other than incidental corrective or punch list work shall be completed, including but not limited to the following:

- .1 Obtain necessary permits and complete jurisdiction requirements for temporary or conditional occupancy.

- .2 Submit the Contractor's comprehensive punch list of items to be completed or corrected and written request for inspection.
- .3 Complete pre-functional testing, and satisfy all jurisdiction requirements, for major building systems necessary for occupancy. Operational Systems must be functional to the extent necessary for temporary or conditional occupancy and consistent with the requirements of the Contract Documents. All equipment in Operational Systems must be installed and any installation issues resolved.
- .4 Complete all life safety requirements, including Health Department requirements, to satisfy jurisdictional requirements for temporary or conditional occupancy.
- .5 Complete cleaning appropriate for occupancy.
- .6 Advise the Owner on coordination of shifting insurance coverages, including proof of extended coverages as required.
- .7 Utilities are connected and operating as necessary for temporary or conditional occupancy.
- .8 The Work is accessible by normal vehicular and pedestrian traffic routes.

§ 9.8.1.4 "Substantial Completion" is the stage in the progress of the Work, or portion thereof designated and approved by the Architect and Owner, after Occupancy when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents according to the following:

- .1 Obtain occupancy permits, pressure vessel permits, and similar approvals or certificates by governing authorities and franchised services assuring the Owner's full access, occupation and use of completed Work without restriction to staff within the facility or on the premises.
- .2 Complete final start-up and functional testing of Operational Systems.
- .3 Commence instruction and training sessions on Operational Systems.
- .4 Discontinue or change over and remove temporary facilities and services from the Project site.
- .5 The Architect has reasonably judged that Final Completion can be achieved within the time stated in the Contract Documents.
- .6 Cleaning has been completed for post-Occupancy activities.
- .7 All designated systems and parts are fully functional and usable, including balancing of the HVAC system.
- .8 Utilities are connected and operating normally.
- .9 O&M Manuals, As-Built Drawings, and record documents have been submitted for review.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, ~~the Architect comprehensive list,~~ the Architect, the Architect's consultants and, at its option, the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's Architect's, or its consultant's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. If the Owner or Architect determines that the Work or designated portion is not substantially complete, the Contractor shall expeditiously complete the Work or designated portion, again request an inspection. The Contractor shall pay the costs associated with any reinspection. Also see the requirements of Division 01 Section "Closeout Procedures."

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion ~~that which,~~ upon approval of the Owner, shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. ~~Completion or~~ Contract Documents. The Contractor shall attach and submit with the executed Certificate

of Substantial Completion a written list of each outstanding and unresolved Claim; any Claim not so submitted and identified, other than retainage and the undisputed balance of the Contract Sum, shall be deemed waived and abandoned. If the Owner or Architect determines that the Work or designated portion is not substantially complete, the Contractor shall expeditiously complete the Work or designated portion, again request an inspection, and pay the costs associated with the re-inspection, including Architect and consultant of any tier fees and expenses. Also see the requirements of Division 01 Section "Closeout Procedures."

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and Any items not included by the Architect but required or necessary for Final Completion of the Contract shall be supplied and installed by the Contractor as part of the Contract Sum, notwithstanding their not being recorded by the Architect. Upon written acceptance of the Certificate of Substantial Completion by the Owner and Contractor, and upon the Contractor's Application for Payment and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof as provided in the Contract Documents. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. No further payment will be due or owing until the payment following Final Completion.

§ 9.8.6 The Contractor shall prepare, continue to monitor with the Architect, and cause to be completed, all punchlists with respect to the activity of the Contractor and each Subcontractor of any tier and report weekly to the Owner and Architect on outstanding punchlist items. Beginning ninety (90) days before the scheduled date of Substantial Completion, the Contractor shall prepare reports weekly, identifying items to be completed in order to obtain temporary and permanent certificates of occupancy and make recommendations to the Owner and Architect with respect to effectuating the earliest possible completion.

#### § 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may, upon written notice to the Contractor, take possession of, operate, occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and stage. Occupancy shall not occur until such occupancy or use is authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Unless otherwise agreed in writing, such possession, use or operation shall not be deemed an acceptance of any portion of the Work, nor accelerate the time for any payment to the Contractor under the Contract, nor prejudice any rights of the Owner under the Contract or under any insurance, bond, guaranty or other requirement of the Contract, nor relieve the Contractor of the risk of loss or any of its obligations under the Contract, nor establish a Date of Substantial Completion, Occupancy of the Project, or Final Completion, nor establish a date for termination or partial termination of the running of liquidated damages, nor constitute a waiver of any Owner claims. If the Contractor fails to achieve Occupancy of the Work within the time specified in the Contract Documents, fails to achieve Substantial Completion of the Work within the Contract Time, or fails to achieve Final Completion of the Work within the time period set in the Contract Documents, the Owner may take possession of, use or operate all or any part of the Work without an increase in the Contract Sum or the Contract Time on account of such possession or use. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a comprehensive list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## § 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

## § 9.10 FINAL COMPLETION, FINAL ACCEPTANCE AND FINAL PAYMENT

### § 9.10.1 Final Completion,

§ 9.10.1.1 The Contractor shall cause punch list items to be completed within sixty (60) days of Substantial Completion or within such reasonable period as may be required to correct the item (in the event that the punch list items are, because of their nature, incapable of correction during that period) provided that the Contractor commences to correct the item within that period and thereafter diligently and in good faith pursues the corrective action to completion. If, at thirty (30) days after the Date of Substantial Completion, the Owner or Architect considers that the punch list items are unlikely to be completed within sixty (60) days of the Date of Substantial Completion, the Owner may, upon seven (7) days' written notice to the Contractor, take over and perform some or all of the punch list items. If the Contractor fails to correct the deficiencies within the time period required, the Owner may deduct the actual cost of performing this punch list work, including any costs of the Architect or the Architect's consultants of any tier, plus 15% to account for the Owner's transaction costs from the Contract Sum.

§ 9.10.1.2 Upon receipt of the Contractor's written notice that the Contractor has inspected the punchlist items, the punchlist items are completed, and the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection accompanied by the Contractor (if requested by the Architect or Owner). If the Architect determines that some or all of the punch list items are not accomplished, the Contractor shall be responsible to the Owner for all costs, including re-inspection fees and expenses for any subsequent Architect's (and/or his consultants of any tier) inspection to determine compliance with the punch list. When the Architect finds all punch list items complete, the Work acceptable under the Contract Documents, Commissioning concluded, a final occupancy permit issued, the Final Completion components in Section 9.10.1.4 achieved, and the Contract fully performed, the Architect will promptly notify the Owner and the Contractor in writing and issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents. If the Architect determines that some or all of the punch list items are not accomplished, the Contractor shall be responsible to the Owner for all costs, including re-inspection fees and expenses, for any subsequent Architect's (and/or his consultants or any tier) inspection to determine compliance with the punch list. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. The Architect's final Certificate for Payment shall establish the date of Final Completion upon its execution by the Owner.

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§ 9.10.1.3 The Contractor is liable for, and the Owner may deduct from any amounts due the Contractor, all Architect, engineer or other design consultant fees and expenses and all Commissioning agent and construction management fees and expenses incurred by the Owner for services performed more than sixty (60) days after Substantial Completion of all the Work, whether or not those services would have been performed prior to that date had Final Completion been achieved in a timely manner.

§ 9.10.1.4 "Final Completion" will be attained when the Contractor has accomplished the following:

- .1 Complete all requirements listed in Section 9.8 for Substantial Completion and Occupancy.
- .2 Complete all remaining punch list items and remaining Work, and obtain approval by the Architect and Owner that all Work is complete.
- .3 Obtain permanent occupancy permits (if only a temporary occupancy permit was issued at Substantial Completion).
- .4 Submit final change order and final Application for Payment.
- .5 Submit record documents, any final property survey (if required by the Contract Documents), and operation and maintenance manuals required by the Contract Documents.
- .6 Deliver tools, spare parts, extra stock of material and similar physical items to the Owner as required by the Contract Documents, and provide proof of receipt by the Owner.
- .7 Complete final cleaning after punch list work (in addition to the cleaning that was required to obtain Occupancy and Substantial Completion).
- .8 Complete final testing of Operational Systems;
- .9 Complete instruction and training sessions on all major building systems including HVAC, intercom, data communications, fire alarm, telephone, fire sprinkler, emergency power, security and clocks, plus instruction and training for any other items required by the Contract Documents.
- .10 Submit executed warranties.
- .11 Submit approved O & M manuals.
- .12 Discontinue or change over and remove temporary facilities and services from the project site.
- .13 Advise the Owner on coordination of any shifting insurance coverages, including proof of extended coverages as required.

#### § 9.10.2 Final Acceptance and Payment

§ 9.10.2.1 Neither final payment nor any retained percentage shall become due until the Jefferson Transit Authority Board has formally accepted the Project ("Final Acceptance"). To achieve Final Acceptance, the Architect must have issued a final Certificate for Payment under Section 9.10.1. Final Completion must have occurred, and the Contractor must have submitted to the Architect the following:

- .1 an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might in any way be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, except for any claims that are specifically identified on the affidavit (Affidavit of Payment of Debts and Claims, AIA form G706 or equivalent).
- .2 a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner.
- .3 a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,
- .4 consent of surety, if any, to final payment (AIA G707 or equivalent);
- .5 other data, satisfactory to the Owner, establishing payment or satisfaction of or protection against obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner (Contractor's Affidavit of Release of Liens, AIA form G706A or equivalent). If a Subcontractor of any tier, or a Supplier, refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' and Architect's fees and expenses,

- .6 pursuant to RCW 39.12.040, an "Affidavit of Wages Paid" from the Contractor and from each Subcontractor of any tier certified by the Industrial Statistician of the Washington State Department of Labor & Industries, with the fees paid by the Contractor or Subcontractor of any tier,
- .7 a letter from the Architect indicating that the Work is complete and recommending Final Acceptance of the Project by the Owner,
- .8 certification that the materials in the Work are "lead-free" and "asbestos-free",
- .9 all warranties, guarantees, training, manuals, operation instructions, certificates, spare parts, operation and maintenance manuals and extra stock materials, record documents and other documents, training or items required by the Contract Documents or local governmental entities, and
- .10 a certified statement by the Contractor that they have closed all necessary permits or otherwise met the requirements of all governing jurisdictions related to this project, including but not limited to all city or county departments, health districts and utility districts, and have provided the Owner with a copy of all closed or signed off permits.

§ 9.10.2.2 Pursuant to RCW 60.28, "Lien for Labor, Materials, Taxes on Public Works," completion of the Contract Work shall occur upon Final Acceptance.

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

~~§ 9.10.4~~ The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- ~~.1~~ .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- ~~.2~~ .2 failure of the Work to comply with the requirements of the Contract Documents; or
- ~~.3~~ .3 terms of special warranties required by the Contract Documents.

~~§ 9.10.5~~ Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of ~~final Application for Payment~~.

§ 9.10.4 Release of Retainage: The retainage will be held and applied by the Owner as a trust fund in a manner required by RCW 60.28. Release of the retainage will be processed in ordinary course of business upon the expiration of sixty (60) days following Final Acceptance of the Work by the Owner, pursuant to the Prompt Pay Act and provided that no notice of lien shall have been given as provided in RCW 60.28, that no claims have been brought to the attention of the Owner and that the Owner has no claims under this Contract; and provided further that release of retention has been duly authorized by the State. The following items must be obtained prior to release of retainage: pursuant to RCW 60.28, a certificate from the Department of Revenue; pursuant to RCW 50.24, a certificate from the Department of Employment Security; and appropriate information from the Department of Labor and Industries.

§ 9.10.5 Waiver of Claims

§ 9.10.5.1 Final Payment By Owner. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, statutory retainage, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents;
- .4 faulty or defective Work appearing after Substantial Completion; or
- .5 damages or costs, including attorney fees and expenses, architect fees and expenses, or Architect's consultant fees and expenses of any tier, which are incurred by the Owner or Architect resulting from lawsuits brought against the Owner, the Architect or their agents, employees or representatives because

of failures or actions on the part of the Contractor, Contractor's subcontractors, sub-subcontractors of any tier, or any of their employees, agents or representatives.

§ 9.10.5.2 Final Payment to Contractor. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled and attached to the Contractor's final Application for Payment.

§ 9.10.5.3 Change Orders. The execution of a Change Order shall constitute a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order. Reservations of rights will be deemed waived and are void unless the reserved rights are specifically described in detail to the satisfaction of the Owner and are initialed by the Owner.

§ 9.10.6 If a Subcontractor of any tier refuses to furnish a release or waiver required by the Owner, the Owner may (a) retain in the fund, account, or escrow funds in such amount as to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees and expenses, the total of which shall be no less than 150% of the claimed amount, or (b) accept a bond from the Contractor, satisfactory to the Owner, to indemnify the Owner against such lien. If any such lien remains unsatisfied after all payments from the retainage are made, the Contractor shall refund to the Owner all moneys that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees and expenses.

§ 9.11.1 The Contractor shall maintain books, ledgers, records, documents, estimates, bids, correspondence, logs, schedules, electronic data and other evidence relating or pertaining to the costs and/or performance of the Contract ("records") to such extent and in such detail as will properly reflect and fully support compliance with the requirements of the Contract Documents and with all costs, charges and other amounts of whatever nature. The Contractor shall preserve such records for a period of three (3) years following the date of Final Acceptance under the Contract and for such longer period as may be required by any other provision of the Contract. Within seven (7) days of the Owner's request, the Contractor agrees to make available at the office of the Contractor during normal business hours all records for inspection, audit and reproduction (including electronic reproduction) by the Owner or its representatives; failure to fully comply with this requirement shall constitute a material breach of contract.

§ 9.11.2 Each Subcontractor of any tier shall maintain books, ledgers, records, documents, estimates, bids, correspondence, logs, schedules, electronic data and other evidence relating or pertaining to the costs and/or performance of the Contract ("records") to such extent and in such detail as will properly reflect and fully support compliance with the requirements of the Contract Documents and with all costs, charges and other amounts of whatever nature. Each Subcontractor shall preserve such records for a period of three (3) years following the date of Final Acceptance under the Contract and for such longer period as may be required by any other provision of the Contract. Within seven (7) days of the Owner's request, a Subcontractor shall make available at the office of the Subcontractor during normal business hours all records for inspection, audit and reproduction (including electronic reproduction) by the Owner or its representatives; failure to do so shall constitute a waiver of all claims by that Subcontractor.

§ 9.11.3 The Contractor agrees, on behalf of itself and Subcontractors of any tier, that any rights under Chapter 42.56 RCW will commence at Final Acceptance, and that the invocation of such rights at any time by the Contractor or a Subcontractor of any tier or their respective representatives shall initiate an equivalent right to disclosures from the Contractor and Subcontractors of any tier for the benefit of the Owner.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. § 10.1.1 The Contractor shall be solely and completely responsible for conditions of the Work site, including safety of all persons and property, during performance of the Work. The Contractor shall maintain the Work site and perform the Work in a manner that meets statutory and common-law requirements for the provision of a safe place to work. This requirement shall apply continuously and not be limited to working hours. Any review by the Owner or the Architect or the Architect's consultants of any tier of the Contractor's performance shall not be construed to include a review of the adequacy of the Contractor's safety measures in, on or near the site of the Work. The Contractor shall also be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

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§ 10.1.2 No action or inaction of the Owner or the Architect or the Architect's consultants of any tier relating to safety or property protection or a violation thereof will: (1) relieve the Contractor of sole and complete responsibility for the violation and the correction thereof, or of sole liability for the consequences of said violation; (2) impose any obligation upon the Owner or Architect or the Architect's consultants of any tier to inspect or review the Contractor's safety program or precautions or to enforce the Contractor's compliance with the requirements of this Article 10; (3) impose any continuing obligation upon the Owner or Architect or the Architect's consultants of any tier to ensure the Contractor performs the Work safely or to provide such notice to the Contractor or any other person or entity; (4) affect the Contractor's sole and complete responsibility for performing the Work safely or the Contractor's responsibility for the safety and welfare of its employees; or (5) affect the Contractor's responsibility for the protection of property, staff and the general public.

## § 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; ~~Sub-subcontractors of any tier;~~ and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, fences, walks, pavements, roadways, poles, meters, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of ~~explosives or other hazardous materials~~ or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The storage or use of explosives at the Project site is strictly prohibited.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a ~~Sub-subcontractor~~, ~~Sub-subcontractor of any tier~~, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.1.8.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

### ~~§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY~~

~~If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.~~

§ 10.2.8 At all times until the Owner's occupancy of the Work or a designated portion of the Work, the Contractor shall protect from damage, weather, deterioration, theft, vandalism and malicious mischief all materials, equipment, tools, and other items incorporated or to be incorporated in the Work or designated portion, or consumed or used in the performance of the Work or designated portion, and all Work in process and completed Work or designated portion.

§ 10.2.9 Any notice given to the Contractor by the Owner or the Architect of a safety or property protection violation will not: (1) relieve the Contractor of sole and complete responsibility for the violation and the correction thereof, or for sole liability for the consequences of said violation; (2) impose any obligation upon the Owner or Architect or the Architect's consultants of any tier to inspect or review the Contractor's safety program or precautions or to enforce the Contractor's compliance with the requirements of this Article 10; or (3) impose any continuing obligation upon the Owner or Architect or the Architect's consultants of any tier to provide such notice to the Contractor or any other persons or entity.

#### § 10.2.10 INJURY OR DAMAGE TO PERSON OR PROPERTY

If the Contractor suffers injury or damage to person or property because of an alleged act or omission of the Owner, or of others for whose acts the Owner may be legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the Owner within a reasonable time not exceeding twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. This Section does not apply to Claims, damages for additional costs or time, acceleration or delay.

§ 10.2.11 The Contractor shall also comply with the requirements of Division 1 Section "Safety Procedures".

#### § 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. The Contractor shall proceed with the Work in areas not affected.

§ 10.3.2 Upon receipt of the Contractor's written notice, and with the Owner's agreement, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to ~~cause it to be~~ verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable ~~objection-objection~~, but the Owner shall not be responsible for any delay resulting from the Contractor's objection to such person or entity. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time ~~shall~~ may be extended appropriately and the Contract Sum ~~shall~~ may be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay ~~and start-up and start-up~~, which adjustment shall be accomplished as provided in Articles 7, 8 and 15, provided the identified hazardous materials abatement was not a part of the contract or otherwise identified to be abated by others and included on the work sequence of the Contract Documents.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants of any tier and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' ~~fees, fees and expenses~~, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking ~~indemnity-indemnity~~, and provided that the hazardous materials abatement

was not identified in and a part of the Contract, or otherwise identified to be abated by others and indicated in the Work Sequence of the Contract Documents.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's ~~fault-fault,~~ misuse, or negligence in the use and handling of such materials or substances. The Contractor shall store all hazardous materials safely, whether or not required by Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without fault or negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby ~~incurred-incurred,~~ provided that the hazardous materials abatement was not identified in and a part of the Contract, or otherwise identified to be abated by others and indicated in the Work Sequence of the Contract Documents.

§ 10.3.7 The Contractor shall not install in the Work hazardous materials, including but without limitation asbestos and any material containing asbestos, which is defined as including: chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, or polychlorinated biphenyl (PCB) and any of these minerals that have been chemically treated and/or altered. In the event the Contractor reasonably believes that any specified material, product, equipment or appliance contains asbestos or PCBs, the Contractor shall immediately give written notice to the Architect and Owner, identifying fully: the material, product, equipment or appliance believed to contain asbestos and the basis for the belief. The Owner at its sole responsibility shall respond promptly to Contractor's notice by: determining whether asbestos or PCBs are present and giving the Contractor written direction whether to install the questioned material, product, equipment or appliance or to install a substitute. Should the process described in this section cause the Contractor to incur delay or additional cost which is not the subject of a Change Order or Construction Change Directive, any related claims shall be subject to the requirements of Section 15.

#### § 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

#### § 10.5 PUBLIC SAFETY AND CONVENIENCE

§ 10.5.1 The Contractor shall conduct its Work so as to ensure the least possible obstruction to vehicular traffic and inconvenience to the general public and the residents in the vicinity of the Work and to ensure the protection of persons, property and natural resources. No road or street shall be closed to the public except with the permission of the Owner and the proper governmental authority. Fire hydrants on or adjacent to the Work shall be accessible to fire fighting equipment at all times. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks, fire lanes, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses, if any, on the Work site.

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized and ~~admitted to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; possessing a Best's policyholder's rating of "A minus" or better and a financial rating of no less than VIII and reasonably acceptable to the Owner, an occurrence-based Commercial General Liability Insurance Policy, which shall provide personal injury, bodily injury, and property damage liability to cover the Contractor's operations, including Subcontractors and suppliers of any tier, and including but not limited to premises,~~

products/completed operations, personal injury, blanket contractual liability, explosion, collapse or underground (XCU), and stopgap employer's liability; advertising injury; automobile liability including but not limited to owned, non-owned and hired vehicles; on work the Contractor may subcontract or sublet to others; and on the indemnity provisions of this Contract. This insurance will name the Owner, the Architect, their consultants of any tier and employees, and any required governmental agencies as additional insureds and will include a severability of interest (cross liability clause) for Work performed under this Contract. The Contractor's policy shall be designated primary coverage for both defense and indemnity, and any Owner's policies excess. Such limits of liability insurance shall have per project general aggregate provisions and shall not be less than the limits outlined in Section 005213. Refer to Section 005213.

- ~~.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;~~
- ~~.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;~~
- ~~.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;~~
- ~~.4 Claims for damages insured by usual personal injury liability coverage;~~
- ~~.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;~~
- ~~.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;~~
- ~~.7 Claims for bodily injury or property damage arising out of completed operations; and~~
- ~~.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.~~

~~§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether Coverages shall be written on an occurrence or claims-made basis, basis and shall be maintained without interruption from the date of commencement of the Work until the date of final payment-Final Acceptance and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents-payment.~~

~~§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.~~

### § 11.1.3 PROOF OF INSURANCE

§ 11.1.3.1 Before any presence on the site, commencement of Work or exposure to loss can occur, and in any event, within ten (10) days after its execution of the Contract, the Contractor shall furnish the Owner and Architect with (1) two copies of Certificates of Insurance, on AIA form G705 or equivalent, as evidence of all insurance required by the Contract Documents, (2) the actual costs (expressed as a percentage) of the Contractor's liability insurance under Section 11.1, (3) endorsements for additional insured as listed in Section 11.1, (4) two copies of Washington State Department of Labor & Industries' Statements for State Workers' Compensation coverage, and (5) a copy of any builder's risk policy required in Section 11.3. No progress payment will be due until all such items are furnished. All policies and certificates must be signed copies and shall contain a provision that written notice by certified mail must be provided to the Owner and Architect forty-five (45) days before the policies expire or are cancelled, are reduced, the limits decreased, or the additional insureds removed, and shall include the premium percentage to be paid by the Contractor for increases in the Contract Sum. The Contractor shall furnish to the Owner copies of any subsequently issued endorsements amending, modifying, altering, or restricting coverage of limits. Furthermore, such policies or certificates shall verify that the policy contains coverage for blanket contractual liability including both oral and

written contracts and acknowledge the indemnification provisions and liability coverages called for by this Agreement. Upon written request, the Contractor shall provide a copy of its policy to the Owner. Losses up to the deductible amount shall be the responsibility of the Contractor. Such insurance shall be maintained until the project is accepted by the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.3.2 The Owner's specification or approval of the insurance in this Contract or of its coverage or amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Contractor may, at its expense, purchase larger coverage amounts. Notwithstanding anything herein to the contrary, the Contractor shall provide all bonding, insurance, and permit documentation as required by governmental entities for all portions of the Project.

§ 11.1.4 The Contractor shall ensure and require that Subcontractors of any tier have insurance coverage to cover bodily injury and property damage on all operations and all vehicles owned or operated by Subcontractors of all tiers in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate limit. Also, the Subcontractors shall name the Contractor and cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants of any tier as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. operations giving at least forty-five (45) days' notice of cancellation.

## **§ 11.2 OWNER'S LIABILITY INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

## **§ 11.3 PROPERTY INSURANCE**

§ 11.3.1 Unless otherwise provided, the Owner. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles, to cover the course of construction in the amount of the full insurable value thereof less costs of clearing, preparation and excavation of the site under this Agreement. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The Contractor shall provide a copy of its policy to the Owner. The policy shall be endorsed to allow complete or partial occupancy by the Owner before or after Substantial Completion without the insurer's approval. All tools and equipment of the Contractor and Subcontractors of any tier not intended as part of the construction or installation of the Work will be the sole responsibility of the Contractor.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and the Architect's consultants of any tier, and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described

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above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the ~~Owner-Contractor~~ shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 ~~Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.~~

#### § 11.3.2 BOILER AND MACHINERY INSURANCE

~~The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.~~

#### § 11.3.3 LOSS OF USE INSURANCE

~~The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.~~

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the ~~Owner shall file with the Contractor~~ Contractor shall provide the Owner with a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least ~~30~~ 45 days' prior written notice has been given to the Contractor.

#### § 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's ~~consultants, consultants of any tier,~~ separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner does not waive the subrogation rights to the extent of its property insurance on structures or portions of structures that do not comprise the Work. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as 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. Refer to Section 005213 for Waivers of Subrogation.

**§ 11.3.8 Adjustment.** A loss insured under the Owner's Contractor's property insurance shall be adjusted by the Owner-Contractor as fiduciary and made payable to the Owner-Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall distribute the proceeds so received in accordance with such agreement as the parties in interest may reach. If no agreement is reached, any damaged Work shall first be repaired or replaced, and payment therefor made from the separate account by Change Order; further disbursements will then be determined pursuant to the provisions of Article 15. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. Any inconsistent policy provisions will supersede the provisions of this Section.

**§ 11.3.9** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

**§ 11.3.10** The Owner-Contractor as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss to the Owner's Contractor's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### **§ 11.4 PERFORMANCE BOND AND PAYMENT BOND**

**§ 11.4.1** The Owner shall have the right to require the Contractor to furnish bonds. Contractor shall secure and furnish as part of the Contract sum bonds (Performance and Payment Bonds) from a surety company acceptable to the Owner, admitted and licensed in the State of Washington, possessing an A.M. Best rating of "A minus" or better and a financial rating of no less than "VIII", covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract thereunder, each in the full amount of the Contract Sum plus sales tax, pursuant to RCW 39.08, "Contractors Bond." Within ten (10) days after its execution of the Contract, the Contractor shall (1) submit a letter from its surety specifying the percentage to be paid by the Contractor for increases in the Contract Sum, and (2) deliver two original copies of each bond to the Owner. THE OWNER MAY DECLINE TO ENTER INTO THE CONTRACT UNLESS AND MAY WITHHOLD PAYMENT TO THE CONTRACTOR UNTIL SUCH SURETY BONDS ARE RECEIVED. The Contractor shall be responsible for any delay in the Contract Time because of failure to submit acceptable bonds.

**§ 11.4.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.4.3 Subcontractors' Performance Bonds.** Within four (4) days after the Owner's request, the Subcontractors so required in the Bidding Documents shall deliver evidence of their bondability to the Owner and Architect through the Contractor. The evidence shall include a letter from the bonding company that includes the price of a performance bond if issued during the 30-day period after the Notice to Proceed. The surety company must be acceptable to the Owner and admitted and licensed in the State of Washington. The bond(s) shall be in an amount equal to the full contract sum of the subcontract between the Subcontractor and the Contractor but shall not include sales tax. The

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bonds shall be conditioned that the Subcontractor shall faithfully perform all the provisions of its subcontract and for one year's maintenance for correction of defective work. If the Owner elects to require a performance bond from one or more of the Subcontractors, it must so notify the Contractor in writing within thirty (30) days of receipt of the evidence of bondability from the respective Subcontractor, in which case the Contract Sum shall be increased by a Change Order in the amount specified in the letter, unless otherwise agreed by the parties or unless already included in the Contract. THE OWNER MAY REQUIRE A CHANGE OF SUBCONTRACTOR AT NO INCREASE IN THE CONTRACT SUM IF THIS EVIDENCE OF BONDABILITY IS NOT RECEIVED. THE OWNER MAY WITHHOLD PAYMENT TO THE CONTRACTOR UNTIL SUCH SURETY BONDS ARE RECEIVED.

§ 11.5 If the Owner is damaged by the failure of the Contractor to maintain any of the bonds or insurance in this Article 11 or to so notify the Owner, then the Contractor shall bear all costs attributable thereto. The Owner may withhold payment pending receipt of all certificates of insurance and bonds. Failure to withhold payment shall not constitute a waiver.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's or the Owner's request or to requirements of a governmental authority, or for proper inspection by the designated testing agency, or as otherwise specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, Owner or Governmental Authority, be uncovered for the Architect's-requesting party's examination and be replaced at the Contractor's expense without change in the Contract Time, Time or contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect-Architect, Owner or governmental authority, or testing agency has not specifically requested to examine prior to its being covered, the Architect-and for which the Contract Documents did not require inspection, the Architect, Owner or governmental authority may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner employed by the Owner, and in that event the separate contractor shall be responsible for payment of such costs.

### § 12.2 CORRECTION OF WORK

#### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION BEFORE OR AFTER FINAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial-Final Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's and the Architect's consultants of any tier services and expenses made necessary thereby, shall be at the Contractor's expense.

#### § 12.2.2 AFTER SUBSTANTIAL COMPLETION AFTER FINAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one (1) year after the later of the date of Substantial-Final Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, the Contract Documents, or by terms of an 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, the Contractor shall correct it according to the requirements of this Section 12.2.2 with no change in the Contract Sum promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4. If the Contractor does not promptly in accordance with the provisions of this Section 12.2.2 initiate work to correct the Work designated in the notice, the Owner may proceed to correct the Work, the Owner may without further notice dispose of materials and equipment as it sees fit, and the Contractor will be liable for all associated costs. This obligation shall survive acceptance of the Work under the

Contract and termination of the Contract, is in addition to other warranties provided by contract or law, and does not establish a time limit for damages.

- .1 If, in the Owner's opinion, the nonconforming Work either prevents the use of a portion of the facility and/or immediate response is required to prevent further damage or to restore security to prevent external entrance, and/or is a safety hazard (e.g., break in a waterline, sprinkler system failure, failure of the heating system, inability to close or lock exterior door, etc.), the Contractor shall initiate corrective work on site the same day if the Contractor is notified prior to noon, or by noon the following day if notified after noon, and shall complete corrective action within 48 hours.
- .2 If, in the Owner's opinion, the nonconforming Work has the potential of becoming a safety hazard, of affecting internal security, or of limiting the use of the facility (e.g., potential loss of heat in a single classroom, failure of one or more plumbing fixtures, loose carpet seam in corridor, interior door lock not working, etc.), the Contractor shall initiate corrective work on site within two (2) working days and shall complete corrective action within five (5) working days.
- .3 If, in the Owner's opinion, the nonconforming Work does not have an impact on the use of the building, but must be fixed, (e.g., interior door closer broken, window cracked, wall covering seam coming loose, etc.), the Contractor shall initiate corrective work on site within fourteen (14) calendar days and shall complete corrective action within twenty-eight (28) calendar days.

§ 12.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after ~~Substantial-Final~~ Completion by the period of time between ~~Substantial-Final~~ Completion and the actual completion of that portion of the Work.

§ 12.2.3 The one-year period for correction of Work shall ~~not~~ be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as ~~appropriate and equitable by the greater of the (1) cost of correction or (2) diminution of value of the Work that is not in accordance with the requirements of the Contract Documents.~~ Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located ~~except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern~~ Section 15.4. located, without regard to its choice of law provisions.

### § 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The 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. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other.

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If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.2.3 If a majority of the ownership or the control of the Contractor is acquired by a third party, and such acquisition reasonably imperils performance or creates a conflict of interest that the Owner, in its sole discretion, cannot reasonably reconcile, then the Owner may terminate this Contract at any time pursuant to Section 14.2, except that the Owner shall give the Contractor thirty (30) days written notice of termination and the opportunity for the Contractor to cure prior to termination.

### § 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to ~~a member of the firm or entity,~~ the designated representative as identified in the A101 Agreement, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice. The date of written notice shall be the earlier of the date of personal delivery, actual receipt by fax, or three (3) calendar days after the date of postmark.

### § 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. The Contractor's sole remedy for claims, disputes and other matters in question of the Contractor, direct or indirect, arising out of, or relating to, the Contract Documents or breach thereof, except claims that have been waived under the terms of the Contract Documents, however, is the dispute resolution procedure of Article 15.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.4.3 If any portion of this Contract is held to be void or unenforceable, the remainder of the Contract shall be enforceable without such portion.

### § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made at an appropriate time as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to or provided by the Owner, or with the appropriate public authority, and the Owner shall bear all related costs of tests, inspections and ~~approvals.~~ approvals, unless required otherwise by the Contract Documents, except that the Contractor will be responsible for any costs of retesting and any extra costs caused by the Contractor. The Contractor shall give the Architect and Owner timely notice of when and where tests and inspections are to be made so that the Architect and Owner may be present for such procedures. The independent testing agency shall prepare the test reports, logs and certificates applicable to the specific inspections and tests and promptly and simultaneously deliver the specified number of copies of them to the designated parties. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect and Owner of when and where tests and inspections are to be made so that the Architect and Owner may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's ~~expense.~~ expense, unless required otherwise by the Contract Documents.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's and the Architect's consultants of any tier services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the ~~Architect~~Architect and Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5.7 If the Owner is responsible under the Contract Documents, law or regulation to pay for an inspection of any inspector, consultant or Architect, the Owner shall be required to pay only for the first actual inspection. If the Contractor arranges for an inspection and an extra cost is incurred because the inspector is required to wait, to leave without inspecting, to perform a partial inspection, to return to complete or reinspect, or otherwise to expend time other than for the primary inspection, the Contractor shall be responsible for all such costs to the extent caused by the Contractor. If the Contractor does not pay the charges for which it is responsible within thirty (30) days of billing, the Owner may pay the charges directly and back-charge the Contractor on the next progress payment for the amount paid plus a fifteen percent (15%) handling fee.

§ 13.5.8 No acceptance by the Owner of any Work shall be construed to result from any inspections, tests or failures to inspect or test by the Owner, the Owner's representatives, the Architect or any other person. No inspection, test, failure to inspect or test, or failure to discover any defect or nonconformity by the Owner, the Owner's representatives, the Architect or any other person shall relieve the Contractor of its responsibility for meeting the requirements of the Contract Documents or impair the Owner's right to reject defective or nonconforming items or right to avail itself of any other remedy to which the Owner may be entitled, notwithstanding the Owner's knowledge of the defect or nonconformity, its substantiality or the ease of its discovery.

§ 13.5.9 See Division 1 Section "Quality Requirements" for additional information and requirements.

### § 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest ~~from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located as specified by RCW 39.76, not to exceed the Bank of America prime rate plus 2%.~~

### § 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, ~~but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7 and as set forth below:~~

- .1 Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- .2 Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the Final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the Final Certificate for Payment; and
- .3 After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the Final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than

the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

- .4 Discovery. Any applicable statute of limitations shall commence to run, and any alleged cause of action shall be deemed to have accrued, including causes of action solely for economic loss, in any and all events in accordance with the law of the State of Washington but not earlier than the later of the dates specified in Clauses .1 through .3 above or the date (within six (6) years of the above dates) of the Owner's discovery of the act or failure to act by the Contractor upon which the cause of action is based.

### **§ 13.8 STATUTES**

The Contractor shall abide by the provisions of all applicable Washington State statutes and regulations. Although a number of statutes are referenced in the Contract Documents, these references are not meant to be a complete list and should not be relied upon as such.

§ 13.8.1 Contractor Registration and Related Requirements. Pursuant to RCW 39.06, "Registration, Licensing of Contractors," the Contractor shall be registered and licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27, "Registration of Contractors." The Contractor shall also have a current state unified business identifier number; have industrial insurance coverage for the Contractor's employees working in Washington as required in Title 51 RCW; have an employment security department number as required in Title 50 RCW; have a state excise tax registration number as required in Title 82 RCW, and; not be disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations).

§ 13.8.2 Law against Discrimination. The Contractor shall comply with pertinent statutory provisions relating to public works of RCW 49.60, "Discrimination."

§ 13.8.3 Provisions for Aged and Handicapped Persons. Contractor shall comply with pertinent statutory provisions relating to public works of RCW 70.92, "Provisions in Buildings for Aged and Handicapped Persons," and the Americans with Disabilities Act, plus the requirements of any applicable state or local codes.

§ 13.8.4 Safety Standards. The Contractor shall comply with pertinent provisions of RCW 49.17, "Washington Industrial Safety and Health Act," and Chapter 296-155 WAC, "Safety Standards for Construction Work."

§ 13.8.5 Unemployment Compensation. Pursuant to RCW 50.24, "Contributions by Employers," in general and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this Contract or arrange for a bond acceptable to the commissioner.

§ 13.8.6 Drug-Free Workplace. The Contractor and all Subcontractors of any tier shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the Work.

§ 13.8.7 Tobacco-Free Environment. Pursuant to RCW 28A.210.310, smoking or use of any kind of lighted pipe, cigar, cigarette or any other lighted smoking equipment, material or smokeless tobacco products is prohibited on all Jefferson Transit property.

§ 13.8.8 Asbestos Removal. To the extent this Project involves asbestos removal, the Contractor shall comply with Chapter 49.26 RCW, "Health and Safety--Asbestos," and any provisions of the Washington Administrative Code promulgated thereunder, and the applicable section of the Specifications should be viewed for possible insurance required for the applicable Subcontractor.

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 TERMINATION BY THE CONTRACTOR**

§ 14.1.1 The Except as provided by RCW 60.28.080, the Contractor may terminate the Contract if the Work is stopped for a period of ~~30~~ sixty (60) consecutive days through no act or fault of the Contractor or a Subcontractor,

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Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has improperly not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven (7) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed, including reasonable overhead and profit, profit on Work properly executed, costs incurred by reason of such termination, and damages. The total recovery of the Contractor shall not exceed the unpaid balance of the Contract Sum.

§ 14.1.4 If the Work is stopped for a period of ~~60~~ sixty (60) consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days' written notice to the Owner and ~~the Architect, the Architect~~ (during which period the Owner shall have the opportunity to cure), terminate the Contract and recover from the Owner as provided in Section 14.1.3. The total recovery of the Contractor shall not exceed the unpaid balance of the Contract Sum.

#### § 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 ~~The Owner may terminate the Contract if the Contractor may, upon seven (7) days' written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work or the Contract for cause if the Contractor:~~

- .1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make prompt payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 ~~repeatedly disregards~~ fails to comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; ~~authority having jurisdiction; or~~
- .4 fails to prosecute the Work or any portion thereof with sufficient diligence to ensure the Substantial Completion of the Work within the Contract Time; or
- .5 is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency; or
- .6 fails to comply with the provisions of RCW 28A.400.330 by permitting a worker on the Project having contact with children who has been convicted of or pled guilty to a felony crime involving children as described in Section 3.4.3; or
- .7 otherwise is guilty of a material or substantial breach of or default under a provision of the Contract Documents.

§ 14.2.2 ~~When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate employment of the Contractor on all or a portion of the Work and may, subject to any prior rights of the surety:~~

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and

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- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing ~~the Work, the Work;~~ and
- .4 Take or direct any or all of the actions in Section 14.5.1.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's and the Architect's consultants of any tier services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and ~~this obligation for payment shall survive termination of the Contract.~~ survive termination of the Contract.

§ 14.2.5 If the Owner terminates a portion of the Work, the Contractor shall continue the performance of the remainder of the Work in accordance with the Contract Documents to the extent not terminated.

§ 14.2.6 If, after the Contractor has been terminated pursuant to this Section 14.2 or otherwise for cause, it is determined that none of the circumstances set forth in Section 14.2.1 exists, then such termination shall be considered a termination for convenience pursuant to Section 14.4.

#### § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for ~~increases-changes~~ in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall ~~include profit-be consistent with the Contract Documents.~~ No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment ~~for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed, consistent with the Contract Document for Work properly executed, and costs necessarily~~ incurred by reason of such termination (such as the cost of settling and paying claims arising out of the termination of Work under subcontracts or orders), along with reasonable overhead of two percent (2%) of the Contract Sum divided by the number of months comprising the original Contract Time and profit on the Work not executed, not to exceed one percent (1%) of the Cost of the Work not performed. The total sum to be paid to the Contractor under this Section 14.4 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made by the larger of (1) the actual value or (2) the scheduled value of Work not terminated, and as otherwise permitted by this Contract. The amounts payable to the Contractor shall exclude the fair value of property that is destroyed, lost, stolen or damaged so as to become undeliverable to the Owner or to a buyer pursuant to Sections 14.5.1.6 or 14.5.1.7.

## § 14.5 EFFECTS OF TERMINATION BY OWNER

§ 14.5.1 Unless the Owner directs otherwise, after receipt of a Notice of Termination from the Owner pursuant to Section 14.2 or 14.4, the Contractor shall promptly:

- .1 stop Work under the Contract 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 any portion of the Work that is not terminated;
- .3 procure cancellation of all orders and subcontracts, upon terms acceptable to the Owner, to the extent that they relate to the performance of Work terminated;
- .4 assign to the Owner all of the right, title and interest of the Contractor under all orders and subcontracts, as directed by the Owner, in which case the Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- .5 with the Owner's approval, settle outstanding liabilities and claims arising out of such termination of orders and subcontracts not assigned to the Owner;
- .6 transfer title and deliver to the entity or entities designated by the Owner the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property related to the Work;
- .7 use its best efforts to sell any property of the types referred to in Section 14.5.1.6. The Contractor shall not be required to extend credit to any buyer, and may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner, and the proceeds of any such transfer or disposition may be applied in reduction of any payments to be made by the Owner to the Contractor;
- .8 take such action as may be necessary or as directed by the Owner to preserve and protect the Work and property related to this Project in the possession of the Contractor in which the Owner has an interest; and
- .9 continue performance only to the extent not terminated.

§ 14.5.2 In arriving at any amount due the Contractor after termination, the following deductions shall be made:

- .1 all unliquidated advance or other prior payments on account made to the Contractor applicable to the terminated portion of the Contract;
- .2 any claim the Owner may have against the Contractor;
- .3 an amount necessary to protect the Owner against outstanding or potential liens or claims; and
- .4 the agreed price for or the proceeds of sale of any materials, supplies or other things acquired by the Contractor or sold, pursuant to the provisions of Section 14.5.1.7, and not otherwise recovered by or credited to the Owner.

§ 14.5.3 If (and only if) the termination pursuant to Section 14.4 is partial, the Contractor may file a Claim for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract. Any claim by the Contractor for an equitable adjustment under this Section must be asserted within sixty (60) days from the effective date of the partial Termination.

§ 14.5.4 The Contractor shall refund to the Owner any amounts paid by the Owner to the Contractor in excess of costs reimbursable under the Contract Documents.

§ 14.5.5 The damages and relief from termination by the Owner specifically provided in Article 14 shall be the Contractor's sole entitlement in the event of termination.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 CLAIMS**

#### **§ 15.1.1 DEFINITION**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of the Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract-Contract Documents. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be initiated in writing and include the information and substantiation required by the Contract Documents. Neither a Request for Information, nor a Construction Change Directive, nor a Change Order,

nor an Architect's Supplemental Instruction or other form of communication from the Architect, nor a reservation of rights, nor minutes of a meeting, nor a Daily Report, nor a Field Report or similar document, nor a log entry, nor an Owner's request for or the Contractor's response to a Change Order proposal, nor a notice of a potential or future Claim shall constitute a Claim.

#### § 15.1.2 NOTICE OF CLAIMS

~~Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.~~

#### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, including the dispute resolution process and except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and maintain the Contractor's Construction Schedule, and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

#### § 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the ~~Work~~. Work, and a written notice and a written Claim must be made in accordance with this Article 15, or it will be waived. The Contractor shall not be entitled to an increase in the Contract Sum or Contract Time arising out of an error or conflict in or among the Contract Documents where the Contractor failed adequately to review the Contract Documents or failed timely to report a known error or conflict to the Architect in a timely manner consistent with the requirements of the Contract Documents. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be ~~given~~. given, and a written Claim must be made in accordance with article 15, or it will be waived. The Contractor's Claim shall include an estimate of any cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Any adjustment in the Contract Time arising from a Change or a Claim shall be limited to the change in the actual critical path of the Project directly caused thereby. If the delay was not caused by the Owner, the Contractor, a Subcontractor of any tier, or the Architect, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time in accordance with the Contract Documents but not a change in the Contract Sum. If the delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled ~~construction~~. construction, and that the Work was on schedule (or not behind schedule through the fault of the Contractor) at the time the adverse weather conditions occurred. Neither the Contract Time nor the Contract Sum will be adjusted for normal inclement weather. The Contractor shall be entitled to a change in the Contract Time (but not a change in the Contract Sum) if the Contractor can substantiate to the reasonable satisfaction of the Owner and Architect that (1) there was materially greater than normal inclement weather considering the full term of the Contract Time and using a ten (10) year average of accumulated record mean values from climatological data compiled by the U.S. Department of Commerce National Oceanic and Atmospheric Administration for the locale closest to the Project and that the alleged abnormal inclement weather actually extended the critical path of the Work. The change in Contract Time shall be provisional until Substantial Completion has been achieved, at which time the change in Contract Time shall be calculated as the total net accumulated number of calendar days lost due to inclement weather from commencement of the Work until Substantial Completion exceeds the total net accumulated number to be expected for the same period from the aforesaid data.

#### § 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, ~~for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~
- .2 damages incurred by the Contractor for principal and home office overhead and expenses including without limitation the compensation of personnel stationed there, for losses of financing, business and reputation, and ~~for loss of profit except anticipated profit arising directly from the Work for losses on other projects, for loss of profit and for interest or financing costs.~~

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents; ~~Documents;~~ damages specified in the A 101-2007 Agreement; or an obligation of the Contractor to indemnify the Owner for direct, indirect or consequential damages alleged by a third party.

#### § 15.1.7 FALSE CLAIMS

The Contractor shall not make any negligent or fraudulent misrepresentations, concealments, errors, omissions, or inducements to the Owner in the formation or performance of this Agreement. If the Contractor or a Subcontractor of any tier submits a false or frivolous Claim to the Owner, which for purposes of this Section 15.1.7 is defined as a Claim based in whole or in part upon a materially incorrect fact, statement, representation, assertion, or record, the Owner shall be entitled to collect from the Contractor by offset or otherwise (without prejudice to any right or remedy of the Owner) any and all costs and expenses, including investigation and consultant costs, incurred by the Owner in investigating, responding to, and defending against such false or frivolous Claim.

#### § 15.2 INITIAL DECISION RESOLUTION OF CLAIMS AND DISPUTES

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner. In an effort to reduce the incidence and costs to all parties of extended disputes, all Claims, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof, except claims which have been waived under the terms of the Contract Documents, shall be decided exclusively by the following alternative dispute resolution procedure unless the parties mutually agree in writing otherwise.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim. Except for Claims requiring notice before proceeding with the affected Work as otherwise described in the Contract Documents, the Contractor shall submit a written notice of any Claim to the Owner and the Architect within fourteen (14) days of the occurrence of the event giving rise to such Claim and shall include a clear description of the event leading to or causing the Claim. For all Claims, the Contractor shall submit a written Claim as provided herein within thirty (30) days of submitting the notice. Claims shall include a clear description of the Claim and any proposed change in the Contract Sum (showing all components and calculations) and/or Contract Time (showing cause and analysis of the resultant delay in the critical path and other information referenced in Section 8.3.2) and shall provide all data supporting the Claim, including without limitation a complete explanation as to why the relief sought is not within the scope of the Contract Documents. The Contractor may delay submitting data by an additional fourteen (14) days if it notifies the Owner in its Claim that substantial data must be assembled. Failure to properly submit the notice or Claim shall constitute waiver of the Claim. The Claim shall be deemed to include all changes, direct and indirect, in cost and in time to which the Contractor (and Subcontractors of any tier) is entitled and may not contain reservations

of rights without the Owner's written approval; any such unapproved reservations of rights shall be without effect. Any claim of a Subcontractor of any tier may be brought only through, and after review by, the Contractor. For the purposes of calculating such time periods, an "event giving rise to a Claim," among other things, is not a Request for Information or other form of communication but rather is a response that the Contractor believes would change the Contract Sum and/or Contract Time.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense. Notice and Claims. All notices and Claims shall be made in writing as required by the Contract. Any notice of a Claim of the Contractor against the Owner and any Claim of the Contractor, whether under the Contract or otherwise, must be made pursuant to and in strict accordance with the applicable provisions of the Contract. No act, omission, or knowledge, actual or constructive, of the Owner or the Architect shall in any way be deemed to be a waiver of the requirement for timely written notice and a timely written Claim unless the Owner and the Contractor sign an explicit, unequivocal written waiver approved by the Owner's Board of Directors. The fact that the Owner and the Contractor may consider, discuss, or negotiate a Claim that has or may have been defective or untimely under the Contract shall not constitute a waiver of the provisions of the Contract Documents unless the Owner and Contractor sign an explicit, unequivocal waiver approved by the Owner's Board of Directors. The Contractor expressly acknowledges and agrees that the Contractor's failure timely to submit required notices and/or timely submit Claims has a substantial impact upon and prejudices the Owner, including but not limited to the inability to fully investigate or verify the Claim, mitigate damages, choose alternative options, adjust the budget, delete or modify the impacted Work, and/or monitor time, cost and quantities. For these and other reasons, the Contractor and Owner agree that the Owner shall be prejudiced by the Contractor's failure timely to submit required notices and/or Claims and the Owner shall not be required to prove or establish actual prejudice to enforce the notice or Claim provisions of the Contract.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part. A Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the Claim by the Architect, by mediation or by litigation.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution. At any time following the Owner's receipt of the written Claim, the Owner may require that an officer of the Contractor, a principal of the Architect, and the Owner's Superintendent or designee (all with authority to settle) meet, confer, and attempt to resolve the Claim. If the Claim is not resolved during such meeting, the Contractor may bring no litigation against the Owner unless the Claim is first subject to nonbinding mediation as described in this Article 15. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 ~~If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

### § 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to the initiation of binding dispute resolution. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor.

§ 15.3.2 The parties shall endeavor to resolve their Claims by ~~mediation which, unless the parties mutually agree otherwise, mediation~~. A request for mediation shall be filed in writing with the other party to the Contract, and the parties shall promptly attempt to mutually agree upon a mediator. If the parties have not reached agreement on a mediator within thirty (30) days of the request, either party may file the request with the American Arbitration Association or such other alternative dispute resolution service to which, the parties mutually agree, with a copy to the other party, and the mediation shall be administered by the American Arbitration Association (or other agreed service) in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement, currently in effect. A request for mediation shall be made in ~~writing, writing and~~ delivered to the other party to the Contract, and filed with the person or entity administering the mediation. ~~The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation Contract. Mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, the completion of mediation, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 15.3.3 The parties to the mediation shall share the mediator's fee and any filing fees equally. The mediation shall be held in the metropolitan location nearest the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.3.4 An officer of the Contractor and the Owner's Superintendent or designee must attend the mediation session with authority to settle the Claim. To the extent there are other parties in interest, such as the Architect, the Architect's consultants, or Subcontractors, their representatives, also with authority to settle the Claim, shall also attend the mediation session. Unless the Owner and the Contractor mutually agree in writing otherwise, all unresolved Claims shall be considered at a single mediation session that shall occur after Substantial Completion but prior to Final Acceptance by the Owner.

### § 15.4 ARBITRATION/LITIGATION

§ 15.4.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~ **Litigation.** The Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered in the procedures of this Article 15. The Contractor shall have the burden to demonstrate in any litigation that it has complied with all requirements of this Article 15. All unresolved Claims of the Contractor shall be waived and released unless the Contractor has complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) 120 days after the Date of Substantial Completion approved in writing by the Owner or (b) sixty (60) days after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor. The pendency of mediation (the time period between the written mediation request and the date of mediation) shall toll these deadlines until the earlier of the mediator providing written notice to the parties of impasse or thirty (30) days after the scheduled date of the mediation session. Neither the Contractor nor a Subcontractor of any tier, whether claiming under a bond or lien

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statute or otherwise, shall be entitled to attorneys' fees directly or indirectly from the Owner (but may recover attorneys' fees from the bond or statutory retainer fund itself to the extent allowable under law). Venue of any litigation shall be in Jefferson County, Washington.

~~§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim. The Owner may join the Contractor as a party to any litigation or arbitration involving the alleged fault, responsibility, or breach of contract of the Contractor or Subcontractor of any tier.~~

~~§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

#### ~~§ 15.4.4 CONSOLIDATION OR JOINDER~~

~~§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.~~

### **ARTICLE 16 SPECIAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

#### **§ 16.1 PERMITS, FEES AND NOTICES**

§ 16.1.1 The Owner shall secure and pay for all required plan-checking fees and the building permit fee. The Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are secured after execution of the Contract and which are legally required when bids are received or negotiations concluded, including without limitation electrical, sewer, water, utilities, and plumbing permits and fees. The Contractor shall ensure that the appropriate Subcontractors secure and pay for the mechanical and electrical permits. The Contractor will be responsible for any renewals of and penalties arising from the building permit and other permits and governmental fees.

§ 16.1.2 The Contractor will be responsible for any renewals of and penalties arising from the building permit and other permits and governmental fees.

#### **§ 16.2 CONTRACTOR'S CONSTRUCTION SCHEDULES**

§ 16.2.1 A Conditional Notice to Proceed will be issued after the Owner's Board makes a Conditional Award of the Contract, the Contract has been executed, and all required deliverables have been submitted.

- .1 Within thirty (30) days after issuance of the Conditional Notice to Proceed, the Contractor, after consultations with its Subcontractors and suppliers of any tier, shall submit six copies of a Contractor's Construction Schedule to the Architect and one copy to the Owner.
- .2 The Contractor and the Owner will schedule a meeting to review the Construction Schedule within fourteen (14) days of its submission. The meeting will address conformity with the form requirements of the Contract Documents and other comments on the schedule. Neither the Owner nor the Architect will be responsible for the substance of the Construction Schedule.

- .3 The Contractor shall consider and respond in writing to the comments and submit a revised Construction Schedule conforming with the requirements of the Contract Documents within fourteen (14) days and prior to mobilizing on-site. The Contractor shall not mobilize or commence the Work at the Project site nor shall a progress payment be due before the Owner provides notice that the Contractor's Construction Schedule conforms to the requirements of the Contract Documents for the form of the Schedule. If the Contractor fails to submit a Construction Schedule conforming with the requirements of the Contract Documents within sixty (60) days of the Conditional Notice to Proceed, the Owner may terminate the Contract without any payment to the Contractor, and withdraw its Conditional Award and Conditional Notice to Proceed.

§ 16.2.2 The Contractor's Construction Schedule shall be based upon a critical path method ("CPM") analysis of construction activities and sequence of operations needed for the orderly performance and completion of all separable parts of the Work in accordance with the Contract and within the Contract Time. The schedule shall be a critical path method type in the form of a precedence diagram and activity listing, and shall be time-scaled. It shall include the Conditional Notice to Proceed date, date for mobilization on site, Occupancy Date, the Date(s) of Substantial Completion, and the Date(s) of Final Completion in accordance with the Contract Documents. A single Critical Path shall be clearly indicated on the Contractor's Construction Schedule. No more than 20% of the progress activities shall be on the critical path, and no more than 30% shall have less than five (5) days' float. The value of any one activity shall not exceed \$50,000, except that 5% of the total activities may exceed this limit without prior approval. The time-scaled network diagram shall be summarized on a single sheet not to exceed 30" x 42".

- .1 The network diagram shall show in detail and in order the sequence of all significant activities, their descriptions, start and finish dates, durations and dependencies, necessary to complete all Work and any separable parts thereof. The activity listing shall show the following information for each activity on the network diagram:

- (1) Description;
- (2) Duration (not to exceed fifteen (15) working days);
- (3) Craft;
- (4) Equipment (including hours of usage);
- (5) Start and finish dates;
- (6) Total float time and free float time;
- (7) Dates that work must be performed and completed by other contractors or subcontractors to support the Work and the interfaces with such other contractors; and
- (8) Either resource-loading or a detailed description of the planned crew sizes and deployment.

- .2 A schedule for the purchase and receipt of items required for performance of the Work, showing lead times between purchase order placement and delivery dates, shall be integrated with the Contractor's Construction Schedule. The Contractor shall furnish the Architect with copies of all purchase orders and acknowledgments and fabrication, production, and shipping schedules for all major items on the critical path within ten (10) days of Contractor's receipt of each purchase order, acknowledgment or schedule. Neither the Architect nor the Owner shall be responsible for any such material, or its schedule, nor deemed to have waived this requirement if some or all of the material is not received.

- .3 Milestone completion dates, including all such dates specified in the Contract Documents, shall be clearly defined on the Contractor's Construction Schedule and shall include the actual start date on site.

- .4 If abbreviations are used in the Contractor's Construction Schedule, a legend shall be provided to define all abbreviations.

- .5 The Contractor shall prepare and keep current a schedule of submittals, coordinated with the Contractor's Construction Schedule, which allows the Architect at least ten (10) days to review the submittals.

- .6 The Progress Schedules shall be submitted as both a paper copy and in data format on a compact disk that is capable of being printed using the latest "MSDOS" version of "PRIMAVERA" software published by Primavera Systems, Inc or other acceptable program. The Contractor may request the use of different project management software, such as Aldergraft or Suretrak, but must first receive approval from the Owner, by demonstrating its capabilities. This can be accomplished by submitting a sample CPM printout of similar scope. If the alternative software is accepted, the Contractor will be required to supply the Owner an authorized "MSDOS" compatible copy of the software with all user support manuals.

.7 At each monthly meeting with the Owner, the Contractor shall submit (a) a bar chart schedule showing the activities planned for the next month, (b) a report showing actual starts and finishes from the previous month, and (c) the Contractor's Construction Schedule for the remainder of the Work. The bar-chart schedule shall show all work activities numbered according to the CPM, any submittal or delivery activities with less than five (5) days' float, and any permitting, testing, or inspection activities by others.

§ 16.2.3 Review of and commenting on the Contractor's Construction Schedule by the Owner and Architect shall not constitute an approval or acceptance of, or create Owner responsibility for, the Contractor's construction means, methods, or sequencing, or its ability to complete the Work in a timely manner.

§ 16.2.4 The Contractor shall utilize and comply with the Contractor's Construction Schedule. The Contractor shall not be entitled to any adjustment in the Contract Time, the Contractor's Construction Schedule, or the Contract Sum, or to any additional payment of any sort by reason of the loss or use of any float time, including time between the Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Contractor's Construction Schedule.

§ 16.2.5 Should the Contractor fail to meet any scheduled date as shown on the current Contractor's Construction Schedule, the Contractor shall, if requested, be required at its own expense to submit within ten (10) days of the request an updated Contractor's Construction Schedule. If the Contractor's progress indicates to the Owner that the Work will not be Substantially Completed within the Contract Time, the Contractor shall, at its own expense, increase its work force and/or working hours to bring the actual completion dates of the activities into conformance with the Contractor's Construction Schedule and Substantial Completion within the Contract Time. The Contractor shall also submit a revised Contractor's Construction Schedule at its own expense within ten (10) days of notice from the Architect that the sequence of work varies significantly from that shown on the Contractor's Construction Schedule. Neither the Owner nor the Architect will, however, be responsible for the substance or sequence of the Contractor's Construction Schedule.

§ 16.2.6 Schedule Float Utilization. Any float time to activities not on the critical path shall belong to the Contractor, and may be used by the Contractor to optimize its construction process but is not subject to a Claim if lost. Any float time between the end of the final construction activity and the Final Completion date shall belong to the Owner, and may be used by the Owner in determining if additional contract days are to be awarded for changes in the contract or for delays to the contract caused by the Owner. The Contractor will not be entitled to any adjustment in the Contract Time, the Construction Schedule, or the Contract Sum, or to any additional payment of any sort by reason of the Owner's use of float time between the end of the final construction activity and Final Completion or by reason of the loss or use of any float time, including time between the Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Construction Schedule.

§ 16.2.7 Delays. The Contractor shall, within fourteen (14) days of the event, notify the Owner and Architect in writing of any proposed changes in the Contractor's Construction Schedule or the Contract Time and of any event which could delay performance or supplying of any item of the Work and shall indicate the expected duration of the delay, the anticipated effect of the delay on the Contractor's Construction Schedule, and the action being taken to correct the delay situation. In the event the Contractor is entitled to a change in the Contract Time, the adjustment to the Contract Time shall be limited to the change in the critical path of construction activities.

§ 16.2.8 Final Completion. The Contractor shall attain Final Completion of the Work in accordance with the Contract within sixty (60) days after the date of Substantial Completion.

§ 16.2.9 Meetings. During the period commencing with the issuance of Notice to Proceed and ending with the date of Final Completion of the Work, the Contractor shall attend and participate in and ensure applicable Subcontractors of any tier and suppliers attend and participate in meetings, including:

- .1 A precontract meeting;
- .2 A Construction Schedule meeting;
- .3 A preconstruction meeting;
- .4 Regular weekly Project status meetings scheduled by the Owner or by the Architect to review progress of the Work, to discuss the Contractor's progress reports, to obtain necessary Owner's or Architect's

- approvals, and generally to keep the Owner and Architect informed and involved in the progress of the Project; and
- .5 Regular on-site meetings scheduled by the Owner or by the Architect to review progress of the Work and other pertinent matters.

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## Federal Transit Authority (FTA) Federal Contract Clauses

### **2. BUY AMERICA REQUIREMENTS**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (**Section 004118**) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

### **5. SEISMIC SAFETY REQUIREMENTS**

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

### **6. ENERGY CONSERVATION REQUIREMENTS**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **7. CLEAN WATER REQUIREMENTS**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **10. LOBBYING**

The contractor shall comply with CFR parts 19 and 20.- Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Lobbying Form provided in **Section 004119**.

Sources of Authority: 49 USC 5325 (a), 49 CFR 633.17, 18 CFR 18.36 (i)

### **12. FEDERAL CHANGES**

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **13. BONDING REQUIREMENTS**

Bid Bond Requirements (Construction)

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to Owner and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by Owner to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of (90) days subsequent to the opening of bids, without the written consent of Owner.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of Owner, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to

furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of Owner's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated) thereby which has been retained by Owner as provided in the INSTRUCTIONS TO BIDDERS, Section 1.4.C BID SECURITY, shall prove inadequate to fully recompense Owner for the damages occasioned by default, then the undersigned bidder agrees to indemnify Owner and pay over to Owner the difference between the bid security and Owner's total damages, so as to make Owner whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

### **Performance and Payment Bonding Requirements (Construction)**

The Contractor shall be required to obtain performance and payment bonds as follows:

#### **(a) Performance bonds**

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the Owner determines that a lesser amount would be adequate for the protection of the Owner.
2. The Owner may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Owner may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

#### **(b) Payment bonds**

1. The penal amount of the payment bonds shall equal:
  - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
  - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
  - (iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the Owner may require additional protection as required by subparagraph 1 if the contract price is increased.

### **Advance Payment Bonding Requirements**

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The Owner shall determine the amount of the advance payment bond necessary to protect the Owner.

### **Patent Infringement Bonding Requirements (Patent Indemnity)**

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

### **Warranty of the Work and Maintenance Bonds**

1. The Contractor warrants to Owner, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by Owner, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by Owner and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to Owner. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to Jefferson Transit Authority written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

### **14. CLEAN AIR**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et. seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **15. RECYCLED PRODUCTS**

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## **16. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

### Davis-Bacon and Copeland Anti-Kickback Acts

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

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

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

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

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

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Jefferson Transit Authority for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

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

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

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and

fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

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

the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be

grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

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

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

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

## **17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

### Contract Work Hours and Safety Standards

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

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages – Jefferson Transit Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **18. [ RESERVED ]**

#### **19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work

is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

### Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows (**Section 004117**):

The certification in this clause is a material representation of fact relied upon by Jefferson Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Jefferson Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **23. PRIVACY ACT**

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

### **24. CIVIL RIGHTS REQUIREMENTS**

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment,

upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

*The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Recipient agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:*

(1) *U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;*

(2) *U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;*

(3) *Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;*

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

## **28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

### Clause Language

#### Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of DBEs is 10%. **The agency's overall goal for DBE participation is 0.9%**. A separate contract goal has not been established for the procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Jefferson Transit Authority deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed bid:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above as a matter of responsiveness on the forms provided in **Section 004120 DISAVDANATGED BUSINESS ENTERPRISES (DBE) FORMS** (see 49 CFR 26.53(3)).

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Jefferson Transit Authority. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify Jefferson Transit Authority, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Jefferson Transit Authority.

#### AFFIRMATIVE EFFORTS TO SOLICIT DBE PARTICIPATION

DBE firms shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this contract. Contractors are encouraged to:

1. Advertise opportunities for subcontractors or suppliers in a manner reasonably designed to provide DBEs capable of performing the work with timely notice of such opportunities. All advertisements should include a provision encouraging participation by DBE firms and may be done through general advertisements (e.g. newspapers, journals, etc.) or by soliciting bids/proposals directly from DBEs.

2. Utilize the services of available minority community-based organizations, minority contractor groups, local minority assistance offices and organizations that provide assistance in the recruitment and placement of DBEs and other small businesses, such as the Office of Minority and Women's Business Enterprises listed below.
3. Establish delivery schedules, where requirements of the contract allow, that encourage participation by DBEs and other small businesses.
4. Achieve attainment through joint ventures.

In the absence of a mandatory goal, all DBE participation that is attained on this project will be considered as "race neutral" participation and will be reported as such.

#### INFORMATION REGARDING DBEs

Information regarding Disadvantaged Business Enterprises currently certified with the State of Washington is available at:

Office of Minority and Women's Business Enterprises  
P.O. Box 41160  
Olympia, WA 98504-1160  
(800) 208-1064 Toll Free  
(360) 586-7079 Fax

Internet: <http://www.omwbe.wa.gov/>

#### PROCEDURES BETWEEN AWARD AND EXECUTION

After award of the contract, the successful bidder/proposer shall provide the following additional information:

A list of all firms who submitted a bid or quote in an attempt to participate in this project whether they were successful or not. Include the correct business name, federal employer identification number (optional), and a mailing address.

#### REQUIRED DBE CONTRACT CLAUSES

Pursuant to Jefferson Transit Authority's DBE policy, the following clauses will apply to all Contractors and Subcontractors:

##### A. Contract Assurance

The following clause is incorporated in every DOT-assisted contract and subcontract:

*The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements*

*of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

**B. Prompt Payment**

The following clause is incorporated in every DOT-assisted prime contract:

*The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty days from the receipt of each payment the prime contractor receives from Jefferson Transit Authority. The prime contractor further agrees to return retainage payments to each subcontractor within thirty days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by Jefferson Transit Authority. This clause applies to both DBE and non-DBE subcontractors.*

**29. PROMPT PAY**

**PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2008)**

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections [2.101](#), [32.001](#), and [32.902](#) of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments—

(1) *Types of invoice payments.* For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at [52.232-5](#), Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (*e.g.*, each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (*e.g.*, release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the

Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (*e.g.*, discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at [52.232-5](#), Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, [52.232-38](#), Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by

Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve

Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR [52.233-1](#), Disputes.

(5) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.

(6) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if—

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall—

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due;  
and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible—

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) *Contract financing payments.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Subcontract clause requirements.* The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) *Prompt payment for subcontractors.* A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) *Interest for subcontractors.* An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause—

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under section 12 of the Contract

Disputes Act of 1978 ([41 U.S.C. 611](#)) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) *Subcontractor clause flowdown.* A clause requiring each subcontractor to—

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) *Subcontract clause interpretation.* The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that—

(1) *Retainage permitted.* Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) *Withholding permitted.* Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) *Withholding requirements.* Permit such withholding without incurring any obligation to pay a late payment penalty if—

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) *Subcontractor withholding procedures.* If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment

otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall—

(1) *Subcontractor notice.* Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) *Contracting Officer notice.* Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) *Subcontractor progress payment reduction.* Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) *Subsequent subcontractor payment.* Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and—

(i) Make such payment within—

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under section 12 of the Contracts Disputes Act of 1978 ([41 U.S.C. 611](#)) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) *Notice to Contracting Officer.* Notify the Contracting Officer upon—

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying—

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) *Interest to Government.* Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in [31 U.S.C. 3903\(c\)\(1\)](#)), from the 8th day after receipt of the withheld amounts from the Government until—

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports—

(1) *Withholding from subcontractor.* If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a “second-tier subcontractor”) a written notice in accordance with the Miller Act ([40 U.S.C. 3133](#)), asserting a deficiency in such first-tier subcontractor’s performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause—

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor’s next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) *Subsequent payment or interest charge.* As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall—

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and

published in the *Federal Register*, for interest payments under section 12 of the Contracts Disputes Act of 1978 ([41 U.S.C. 611](#)) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) *Written notice of subcontractor withholding.* The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying—

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) *Subcontractor payment entitlement.* The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) *Prime-subcontractor disputes.* A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) *Preservation of prime-subcontractor rights.* Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) *Non-recourse for prime contractor interest penalty.* The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

### **30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.



1 SECTION 011000 - SUMMARY

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

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

6 1.2 WORK COVERED BY CONTRACT DOCUMENTS

7 A. Project Identification:

- 8 1. Project Name: **Jefferson Transit Authority - Maintenance, Operations and**  
9 **Administration Center**  
10 2. Project Owner: Jefferson Transit Authority  
11 3. Project Location: 63 Four Corners Rd Port Townsend, WA 98368

12 B. Architect Identification: The Contract Documents, dated February 5, 2014 were prepared by:

13 TCF Architecture PLLC  
14 902 North 2<sup>nd</sup> Street  
15 Tacoma, WA. 98403  
16 Phone: 253-572-3993  
17 Fax: 253-572-1445  
18 General Email: [architect@tcfarchitecture.com](mailto:architect@tcfarchitecture.com)  
19 Web Site: [www.tcfarchitecture.com](http://www.tcfarchitecture.com)

- 20 C. The Work consists of providing all work and materials to complete all general, site cleaning, civil,  
21 landscape, architectural, structural, mechanical, electrical, and other work under a single contract  
22 for the construction of the Maintenance, Operations, and Administration Center for Jefferson  
23 Transit Authority including site work therefore, located as shown on the Drawings at the address  
24 noted herein above, in Jefferson County, Washington, all as shown on the Drawings and described  
25 in the Project Manual for the Base Bid(s) and Alternate Bids (if applicable) as set forth in these  
26 Contract Documents, as awarded.

27 1. The Work generally includes, but is not limited to the following:

- 28 a. Site Work and Site Demolition: Demolition of existing utilities and site features. Site  
29 clearing, grading and earthwork. Asphalt and cement concrete paving and curbs. Site  
30 utilities including domestic water, fire protection water, storm water, septic system,  
31 gas, TV cable, phone, power, and others. Vehicular signage and pavement striping.  
32 Chain link fencing and gates. Decorative steel fencing and gates. Site lighting  
33 systems. Irrigation installation.  
34 b. Foundations and Structural Systems: Continuous concrete spread footings, pad  
35 footings, concrete slab-on-grade, Pre-Engineered Metal Building Systems (see below)

- 1 c. Exterior Wall Finishes/Systems: Metal siding (included with Metal Building  
2 System), Wood siding, Metal framing, Painting of all exposed steel and other non-  
3 factory finished materials.
- 4 d. Roofing Systems and Specialties: Metal roofing, and Fall restraint systems.
- 5 e. Interior Wall Finishes/Systems: Metal stud framed walls with gypsum board and  
6 other finish systems, painting, wainscotings (MDO, plastic laminate, ceramic tile),  
7 wall coverings and other wall finish systems.
- 8 f. Floor Finishes/Systems: Polished concrete, resilient flooring, carpet, base, and  
9 ceramic tile.
- 10 g. Ceiling Finishes/Systems: Suspended acoustical paneling ceiling systems, Linear  
11 wood ceiling systems painted gypsum board, and other ceiling finish systems.
- 12 h. Opening Systems: Interior and exterior steel doors and frames, steel relight frames,  
13 flush wood doors, aluminum opening systems, access doors, louvers and vents, and  
14 glazing systems.
- 15 i. Architectural Specialties and Equipment: Toilet partitions, signage, fire-protection  
16 specialties, toilet and bath accessories, flag pole, and other miscellaneous specialties  
17 and equipment.
- 18 j. Furnishings: Institutional casework, horizontal louver blinds, and other furnishings.
- 19 k. Conveying Systems: None
- 20 l. Pre-Engineered Metal Building Systems: Superstructure, exterior wall systems (girts,  
21 insulation, metal siding)
- 22 m. Prefabricated Fabric Structure
- 23 n. Prefabricated Mezzanine: Reassembly of the Owner’s existing steel mezzanine.
- 24 o. Mechanical Systems and Equipment: HVAC system (electric), ductwork, exhaust  
25 systems, domestic water systems, waste plumbing, plumbing fixtures and equipment,  
26 fire protection system, and other mechanical systems and equipment.
- 27 p. Electrical Systems and Equipment: Power systems and equipment. Data systems and  
28 equipment. Lighting systems and fixtures. Public address systems and equipment.  
29 Fire alarm systems and equipment. Security alarm systems and equipment. TV  
30 Distribution system and equipment. Other electrical and communications systems  
31 and equipment.
- 32 q. Equipment: Water reclaim system, relocation of existing owner-furnished equipment.

33 1.3 COORDINATION OF CONTRACT DOCUMENTS, PLANS, CONTRACT SPECIFICATIONS  
34 AND ADDENDA:

- 35 A. The contract form, drawings, project manuals, addenda, and other supplemental documents are all  
36 essential parts of the contract and a requirement occurring in one is binding as though occurring in  
37 all. They are intended to be complementary and prescribe and provide for a complete project.  
38 Any work or material that has been omitted from the description of the work but is clearly implied  
39 shall be furnished by the Contractor as though it has been specifically stated.
- 40 B. The design team has prepared documents to show the design intent of the project. Generally, de-  
41 tails, sections, specifications, schedules and drawings have been developed to indicate the scope of  
42 the Contract Work. Not all materials, conditions and occurrences may have been specifically de-  
43 tailed or addressed in the Contract Documents. In situations where a specific material, condition  
44 or occurrence has not been specifically detailed or identified, the Contractor shall contact the Ar-  
45 chitect for resolution and/or direction during bidding. Where conflicts and/or omissions have not  
46 been brought to Architect’s attention, it is understood that Contractor has reviewed the documents  
47 for similar materials, conditions and occurrences and figured the most costly method or methods to  
48 complete the Contract Work in his/her bid amount.

- 1 C. Inclusion of portions of the work under particular divisions of the specifications or sections of the  
2 drawings does not in every case conform to the categories of work customarily subcontracted to  
3 particular sub trades, nor is it the intent of the contract documents to so define portions of the  
4 work. In all cases, the General Contractor shall be responsible to inform bidders, subcontractors,  
5 crafts and trades, that work assigned to them is contained in sections other than the usual and to  
6 determine how the work shall be divided between trades. In every case, the Contractor shall be re-  
7 sponsible to provide at their cost, all work shown and/or implied in the Contract Documents, and  
8 shall be responsible to determine which sub-bidders are responsible for the work of each specifica-  
9 tion section.
- 10 1.4 CONTRACT
- 11 A. Project will be constructed under a single general construction contract. Also see other articles of  
12 this Section for work under other contracts.
- 13 1.5 TIME OF COMPLETION
- 14  
15 A. The work of the Contract shall commence on the issue date of Owner’s written Notice to Proceed  
16 Contract, and shall be substantially completed and reach final completion within the time frame in-  
17 dicated in the Invitation to Bid and the Bid Form.
- 18 1.6 WORK SEQUENCE
- 19 A. The Work will be conducted in a single phase with the sequence to be as determined by the  
20 Contractor, except as noted herein.
- 21 B. Notice To Proceed: Work may begin on-site upon receipt of the Notice to Proceed, and upon re-  
22 ceipt of all necessary permits, including but not limited to; NPDES, Building Permit, Conditional  
23 Use Permit, and others as required by Jefferson County. Work on the project site prior to issuance  
24 of the Notice to Proceed is prohibited. The Contractor may proceed with submittals and ordering of  
25 materials after contract award and prior to the Notice to Proceed.
- 26 1.7 LIQUIDATED DAMAGES
- 27  
28 A. Refer to Form of Agreement and General Conditions.  
29
- 30 1.8 CONTRACTOR’S WORK & RESPONSIBILITIES - GENERAL
- 31  
32 A. Contractor is required to coordinate all related requirements and work specified throughout the  
33 Project Manual.  
34
- 35 B. Unless otherwise indicated, Contractor’s work and responsibilities also include, but are not limited  
36 to, the following:  
37
- 38 1. Providing and paying for labor, materials, equipment, tools, machines, facilities, and ser-  
39 vices necessary for proper execution and completion of work.  
40 2. Paying required taxes, except State and Local Sales Tax (Do not include sales tax in bid).

- 1           3.    Securing and paying for, the following items as necessary for proper execution and comple-  
2           tion of work (as applicable at time or receipt of Bid):  
3  
4           a)   Permits and Fees: As provided for in this specification section.  
5           b)   Licenses.  
6           c)   Inspections, unless otherwise noted.  
7  
8           4.    Giving required notices.  
9           5.    Enforcing strict discipline and good order among employees.  
10          6.    Using new materials, except as noted.  
11          7.    Maintaining required egress and other requirements in accordance with governing codes and  
12          ordinances throughout the work.  
13  
14        C.    Site Security: As of date when work may commence on site, the Contractor will be responsible for  
15        security of the entire site during the course of the work and for correcting all damage and losses  
16        that occur due to the Contractor’s operations, the Contractor’s lack of security, or losses due to  
17        vandalism or theft.  
18  
19        D.    Summary of References: Work of the Contract can be summarized by references to the Contract,  
20        General Conditions, Supplemental Conditions, Special Conditions, Specification Sections, Draw-  
21        ings, addenda and modifications to the Contract Documents issued subsequent to the initial print-  
22        ing of this Project Manual and including, but not necessarily limited to, printed material referenced  
23        by any of these. It is recognized that work of the Contract is also unavoidably affected or influ-  
24        enced by governing regulations, natural phenomenon including weather conditions and other forc-  
25        es outside the Contract Documents.

26    1.9    USE OF PREMISES

- 27        A.    General: Contractor shall have full use of premises for construction operations, including use of  
28        Project site, during construction period. Contractor's use of premises is limited only by Owner's  
29        right to perform work or to retain other contractors on portions of Project.  
30        B.    Street Access: The Contractor’s street access to the site is limited to a single access driveway from  
31        Four Corners Road. Any street permits shall be the responsibility of the contractor to coordinate  
32        and obtain.  
33        C.    Contractor shall control dust, noise, cleaning of streets and other similar construction-related  
34        activities as required by the Specifications, and as required by the agencies having jurisdiction.

35    1.10   WORK UNDER OTHER CONTRACTS

- 36        A.    Concurrent Separate Contracts: Owner will award separate contracts for performance of certain  
37        construction operations at Project site. Those operations will be conducted simultaneously with  
38        work under this Contract. These contracts will include the following:  
39            1.    Fixtures, Furnishings and Equipment (FF&E): Owner will contract separately to furnish  
40            and install certain FF&E (including but not limited to furniture, equipment, etc.) items not a  
41            part of this Contract.

- 1            2.     Phone System Equipment. Note: contractor is responsible for wiring, conduit, outlets, and  
2            other items included in the Contract Documents.
- 3            B.     Cooperate fully with separate contractors so work on those contracts may be carried out smoothly,  
4            without interfering with or delaying work under this Contract. Provide all required access to these  
5            separate contractors, and cooperate with their schedules.
- 6     1.11    BUY AMERICA
- 7            A.     The Project shall comply with the "Buy America Requirements" as set forth in Part 661 of Title 49  
8            CFR (Reference Section 003100.5)
- 9     1.12    OWNER-FURNISHED PRODUCTS
- 10           A.     Owner will furnish certain items to the Contractor for installation and hook-up, all as indicated on  
11           the Drawings and in the Specifications. Items designated by the abbreviation "FOIC", meaning  
12           Furnished by Owner but Installed by Contractor, or other similar words or abbreviations, will be  
13           delivered to the jobsite for consignment to the Contractor. Contractor shall assume custody and  
14           responsibility for same after inspecting and determining that they are complete and in acceptable  
15           condition for installation.
- 16           B.     Under no conditions is any equipment to be installed prior to the building being enclosed and  
17           heated unless specifically approved by the Owner.
- 18           C.     Installation of such items includes uncrating and all preparatory work necessary for proper  
19           installation including blocking and backing, rough-ins, setting in place, building-in, leveling and  
20           attaching to building elements, making all mechanical and electrical connections required, and  
21           finish work including caulking, grouting, furring, and painting adjacent surfaces, leaving same in  
22           completely installed and operable conditions satisfactory to Architect.
- 23           D.     The Work also includes providing support systems to receive Owner's equipment, and plumbing,  
24           mechanical, and electrical connections where applicable.
- 25           E.     Owners Furnished, Contractor Installed Items Include:
- 26                   1.     Steel mezzanine system.  
27                   2.     In-ground vehicle lift.  
28                   3.     Other items as indicated on drawings.
- 29     1.13    SPECIFICATION AND DRAWING CONVENTIONS
- 30           A.     Specification Content: The Specifications use certain conventions for the style of language and the  
31           intended meaning of certain terms, words, and phrases when used in particular situations. These  
32           conventions are as follows:
- 33                   1.     Imperative mood and streamlined language are generally used in the Specifications. The  
34                   words "shall," "shall be," or "shall comply with," depending on the context, are implied  
35                   where a colon (:) is used within a sentence or phrase.

1           2.     Specification requirements are to be performed by Contractor unless specifically stated  
2           otherwise.

3     B.     Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of  
4           all Sections in the Specifications.

5     C.     Drawing Coordination: Requirements for materials and products identified on Drawings are  
6           described in detail in the Specifications. One or more of the following are used on Drawings to  
7           identify materials and products:

8           1.     Terminology: Materials and products are identified by the typical generic terms used in the  
9           individual Specifications Sections.

10          2.     Abbreviations: Materials and products are identified by abbreviations scheduled on  
11           Drawings. Contact the Architect for clarification of any abbreviations used that are not  
12           scheduled.

13          3.     Keynoting: Materials and products are identified by reference keynotes referencing  
14           Specification Section numbers found in this Project Manual.  
15  
16

17   1.14    WORK NOT INCLUDED IN CONTRACT  
18

19     A.     Work Not Included in Contract: NIC & FIO - The items of work noted on Drawings and/or de-  
20           scribed in the Project Manual as “NIC” (Not In Contract) or “FIO” (Furnished and Installed by  
21           Owner) will be performed under other contracts operating concurrently with the work of this con-  
22           tract, and are not included in this contract.  
23

24     B.     Contractor is responsible for scheduling the work, storing such equipment if requested, and coordi-  
25           nating related work in the Contract with installation of NIC and FIO equipment. Contractor shall  
26           provide all preparatory work necessary for proper installation including blocking and backing, and  
27           finish work including caulking, grouting, furring, and painting adjacent surfaces as required for  
28           NIC and FIO equipment.  
29  
30

31   1.15    MISCELLANEOUS PROVISIONS  
32

33     A.     Stored Products:

34           1.     Assume full responsibility for the protection and safekeeping of products under this Con-  
35           tract, stored on and off the site.

36           2.     Move any stored products, under Contractor’s control, interfering with operations of the  
37           Owner or separate contractor.

38           3.     Obtain and pay for the use of additional storage or work areas needed for operations.  
39  
40

41     B.     Subcontractor Instructions: Notify subcontractors to become familiar with requirements of Divi-  
42           sion 00, Division 01 and the work of Sections related to their own work. Instruct them that these  
43           conditions and requirements apply to their work in each Section of the technical specifications.  
44

45     C.     Objections to Applications of Products: All Contractors and subcontractors submitting bids for this  
46           Project shall thoroughly familiarize themselves with specified projects and installation procedures  
47           and submit to the Architect any objections (in writing) no later than 7 days prior to Bid Date. Sub-  
48           mittal of Bid constitutes acceptance of products and procedures specified.

1  
2 D. Conflicts & Omissions in Contract Documents:  
3

- 4 1. See General Conditions, Article 1.1.1.  
5 2. Where conflicts and omissions have not been brought to Architect’s attention, it is under-  
6 stood that Contractor has figured the most costly method or methods.  
7

8 E. Mechanical/Electrical Requirements of General Work:  
9

- 10 1. General: Except as otherwise indicated, comply with applicable requirements of Division  
11 21-23 sections for mechanical provisions within units of general (Division 2-14) Work and  
12 with applicable requirements of Division 26-28 sections for electrical provisions within units  
13 of general (Division 2-14) Work.  
14 2. Service Connections: Refer to Division 21-23 and 26-28 sections for the characteristics of  
15 the respective mechanical and electrical services to be connected to units of general work.  
16 Provide units manufactured or fabricated for proper connection to and utilization of availa-  
17 ble services, as indicated. Except as otherwise indicated, final connection of mechanical  
18 service to general work is defined as being mechanical work, and final connection of electri-  
19 cal service to general and mechanical work is defined as being electrical work.  
20 3. Electrical Requirements: Except as otherwise indicated, comply with applicable provisions  
21 of the National Electrical Code (NEC) and standards by National Electrical Manufacturer’s  
22 Association (NEMA), for electrical components of General Work. Provide Underwriters  
23 Laboratories listed and labeled products where applicable.  
24

25 F. Field Verification: It is the Contractor’s responsibility to verify all field measurements, survey  
26 control, staking and field conditions. No allowance will be made for any items incorrectly fabri-  
27 cated or installed due to failure to perform such verification prior to commencing the work.  
28  
29

30 1.16 PERMITS AND FEES  
31

32 A. General:  
33

- 34 1. The Owner has submitted the Drawings and Specifications to the Jefferson County Buildin  
35 Department for plan review, and has paid for plan review and initial building permit fees.  
36 The Owner anticipates that the basic building permit will be available prior to the contractor  
37 commencing construction.  
38 2. The Contractor shall obtain all permits necessary for the execution of the work and pay all  
39 permit, utility and miscellaneous fees required by, but not limited to the following:  
40 a. Jefferson County,  
41 b. Puget Sound Energy  
42 c. Jefferson County Health Department.  
43 3. The Contractor shall coordinate and schedule all work with permitting agencies and utility  
44 companies necessary for completion of the work.  
45 4. Contractor shall be responsible for providing all information, documents, and fees to the  
46 permitting agencies and utility companies within 30 days after issuance of the Notice to Pro-  
47 ceed as necessary to obtain and coordinate permits and utility connections.

1 B. Reimbursement of Permit Costs and Fees: Since the exact amount of any remaining outstanding  
2 fees for permits, including deferred submittals for building and fire plan review, and permanent  
3 utility connections will be unknown at the time of bidding, the Owner will reimburse the  
4 Contractor for such applicable and required permit and utility connection fees separately from the  
5 Contract. The Contractor shall submit, directly to the Owner, and separate from monthly Contract  
6 pay application requests, an invoice for fees paid for applicable permits and utility connections,  
7 required by permitting authorities and utility agencies or companies, as required for the completion  
8 of the Work for the Project.

- 9
- 10 1. For any and all such legitimate permit and connection costs, provide an itemized statement  
11 identifying the fee paid, a copy of the permit or connection documentation, and a receipt for  
12 payment of the fee from the applicable agency or utility company. Only the direct fee costs  
13 will be reimbursed; no reimbursement will be made for mark-up of these costs by the  
14 Contractor or Sub-contractors. Reimbursement payment will be made by the Owner within  
15 45 days of receipt of a properly prepared invoice.
  - 16
  - 17 2. No reimbursement will be made by the Owner to the Contractor for penalty fees or other  
18 costs assessed by permitting authorities or utilities companies resulting from the  
19 Contractor's failure to conform to the requirements of such permitting authorities or utility  
20 companies.
  - 21

22 C. List of Permits: The list below is provided for reference only, identifying permits applied-for by  
23 the Owner, those permits that have been secured by the Owner, and those still pending final  
24 approval, as of the issuance of these Bid Documents. This list is not intended to be comprehensive.

- 25
- 26 1. Each individual structure on the site, fire protection systems, and other project elements,  
27 have specific Jefferson County permit numbers. Bidders shall be responsible for contacting  
28 Jefferson County (360) 379-4450 to confirm permit status for any permits still pending, and  
29 to confirm any and all additional permits, including deferred permit submittals for which the  
30 General Contractor will be responsible, such as pre-engineered metal building systems,  
31 fabric structure, fire protection systems, fueling system, and other systems and components  
32 requiring Contractor-provided engineering.
  - 33

34 1.17 UTILITIES

35 A. Existing Utilities

- 36 1. Utilities of record are shown on the Drawings insofar as possible to do so. These however,  
37 are shown for convenience only and neither the Owner nor Architect assumes responsibility  
38 for improper locations or failure to show utility locations on the Drawings.
- 39 2. Exercise reasonable care to prevent damage to existing utilities. At Contractor's expense,  
40 immediately repair, restore or relocate utilities damaged during construction. Contractor  
41 shall not leave site until repairs have been accomplished.

42 B. Coordination of Utility Service Requirements: Coordinate all utility service requirements with  
43 serving utility companies including, but not limited to, power, telephone, cable TV, and water.  
44 Observe specification standards, written details, and sketches showing equipment locations and

1 dimensions as indicated by the utility company. Coordinate scheduling of utility company work  
2 with all other trades.

3 C. Utility Costs

4 1. Contractor shall be responsible for securing and paying for all public utility connection, tap  
5 and inspection fees necessary to make the project fully operational, with costs for such fees  
6 handled as noted herein above.

7 2. The Owner will not reimburse the Contractor for additional charges due to the Contractor's  
8 lack of coordination, timelines or schedules and payment of charges.

9 3. Contractor to obtain and pay for, without reimbursement from Owner, permits and fees  
10 required for water usage from fire hydrants.

11 D. Contractor is responsible to locate and protect all existing utilities. See Division 01 Sections  
12 "Temporary Facilities and Controls", and "Utility Location Requirements", and other applicable  
13 Sections for more information.

14 E. Utility Shut-Downs: Utility shut downs may not occur for the new building after the date of  
15 Substantial Completion.

16 F. Contractor shall provide all layout, site preparation, trenching, backfilling, patching and restoration  
17 work required for utility work at no additional cost to the Owner.

18 PART 2 - PRODUCTS (Not Used)

19 PART 3 - EXECUTION (Not Used)

20 END OF SECTION 01100



1 SECTION 012300 - ALTERNATES

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

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

6 B. Related Sections include the following:

- 7 1. Division 0 Section "Bid Form".  
8 2. Technical Specification Sections related to specific alternate bid items.

9 1.2 SUMMARY

10 A. This Section includes administrative and procedural requirements for alternates.

11 B. General:

- 12  
13 1. Each bidder shall state in his/her bid, in the spaces provided therefore in the Bid Form:  
14  
15 a. His/her proposal for performing the work of the Base Bid.  
16 b. Additive Alternate proposals, stating the sums to be added to the Base Bid for adding  
17 items of work listed in this section.  
18 c. Substitute Alternate proposals, stating the sums to be added to or deducted from the  
19 Base Bid for substituting materials and/or construction listed in this section.  
20 d. Deductive Alternate proposals if any, stating the sums to be deducted from the Base  
21 Bid for deleting items of work listed in this section.  
22  
23 2. All bid prices shall include adjustments in the work of all trades as may be necessary.  
24 3. Materials and specification section numbers listed in Alternate Bid descriptions below are  
25 general in nature and list only those materials and associated section numbers which are  
26 primary to each respective alternate bid, but are not intended to be all inclusive; Contractor  
27 shall provide all other materials and associated work necessary to complete the work  
28 of each respective alternate bid which is not otherwise specifically listed.

29 1.3 DEFINITIONS

30 A. Base Bid: Includes all work indicated on Drawings and/or specified for all building and site  
31 construction work, including earthwork therefor, all as designated and shown on Drawings and  
32 details therefor, EXCEPTING only the work included in the Alternate Bids described in this  
33 section which result in additive or deductive costs.

1 B. Alternate Bid: An amount proposed by bidders and stated on the Bid Form for certain work  
2 defined in the Bidding Requirements that may be added to or deducted from the Base Bid  
3 amount if Owner decides to accept a corresponding change either in the amount of construction  
4 to be completed or in the products, materials, equipment, systems, or installation methods  
5 described in the Contract Documents. The cost or credit for each alternate is the net addition to  
6 or deduction from the Contract Sum to incorporate alternate into the Work. No other  
7 adjustments are made to the Contract Sum.

8 1.4 PROCEDURES

9 A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate  
10 work of the alternate into Project. Include as part of each alternate, miscellaneous devices,  
11 accessory objects, and similar items incidental to or required for a complete installation whether  
12 or not indicated as part of alternate.

13 B. Notification: Immediately following award of the Contract, notify each party involved, in  
14 writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or  
15 deferred for later consideration. Include a complete description of negotiated modifications to  
16 alternates.

17 C. Execute accepted alternates under the same conditions as other work of the Contract.

18 D. Schedule: A Schedule of Alternates is included at the end of this Section. See Specification  
19 Sections 2 through 16 for requirements for materials necessary to achieve the work described  
20 under each alternate.

21 PART 2 - PRODUCTS (Not Used)

22 PART 3 - EXECUTION

23 3.1 GENERAL

24 A. Method of Award

25  
26 1. Method of Award – Lowest Responsible Bidder: If the bidding documents for this project  
27 require alternate prices, additive and/or deductible alternates shall be listed on the  
28 alternates bid form provided by the Principal Representative. Bidders should note the  
29 Method of Award applicable to this Bid as stated below.

30 2. Additive Alternates: The lowest responsible Bid, will be determined by and the contract  
31 will be awarded on the bid plus all additive alternates added in the numerical order in  
32 which they are listed in the alternates bid form provided by the Principal Representative.  
33 The addition if alternates shall result in a sum total within available funds. If this bid  
34 exceeds such amount, the right is reserved to reject all bids. An equal number of

1 alternates shall be added to the base bid of each bidder within funds available for  
2 purposes of determining the lowest responsible bidder.  
3  
4

5 3.2 SCHEDULE OF ADDITIVE ALTERNATE BIDS

6 A. Additive Alternate Bid No. AA-1 - Concrete Pavement: Add all labor and materials to provide  
7 concrete pavement at the light duty automobile parking area in lieu of the gravel surfacing speci-  
8 fied under the Base Bid, all as indicated on the drawings, details, schedules, and related specifica-  
9 tions.

10 B. Additive Alternate Bid No. AA-2 - Linear Wood Ceiling System: Add all labor and materials to  
11 provide a Linear Wood Ceiling System in lieu of the acoustical ceiling tile system specified under  
12 the Base Bid, at select locations, all as indicated on the drawings, details, schedules, and related  
13 specifications sections.  
14

15 C. Additive Alternate Bid No. AA-3 - Skylights: Add all labor and materials to provide Skylights at  
16 locations shown, at select locations, all as indicated on the drawings, details, schedules, and relat-  
17 ed specifications sections.  
18

19 D. Additive Alternate Bid No. AA-4 - Ceramic Tile: Add all labor and materials to provide Ceramic  
20 Tile in lieu of materials specified under the Base Bid, at select locations, all as indicated on the  
21 drawings, details, schedules, and related specifications sections.  
22

23 E. Additive Alternate Bid No. AA-5 - Landscaping: Add all labor and materials to provide addi-  
24 tional landscape development work including site furnishings, landscape accent walls, and other  
25 items at select locations, all as indicated on the drawings, details, schedules, and related specifica-  
26 tions sections.  
27

28 END OF SECTION 01230



1 SECTION 012500 - SUBSTITUTION PROCEDURES

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

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

6 1.2 SUMMARY

- 7 A. Section includes administrative and procedural requirements for substitutions.

8 B. Related Requirements:

- 9 1. Division 00 Section "Instructions to Bidders" for substitution requirements during the  
10 bidding process.  
11 2. Division 01 Section "Product Requirements" for requirements for submitting comparable  
12 product submittals for products by listed manufacturers.  
13 3. Divisions 02 through 33 Sections for specific requirements and limitations for  
14 substitutions.

15 1.3 DEFINITIONS

- 16 A. Substitutions: Changes in products, materials, equipment, and methods of construction from  
17 those required by the Contract Documents and proposed by Contractor.

- 18 1. Substitutions for Cause: Changes proposed by Contractor that are required due to  
19 changed Project conditions, such as unavailability of product through no fault of the  
20 Contractor, regulatory changes, or unavailability of required warranty terms.  
21 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not  
22 required in order to meet other Project requirements but may offer advantage to  
23 Contractor or Owner.

- 24 B. Definitions in this Article do not change or modify the meaning of other terms used in the Con-  
25 tract Documents.

- 26 C. Pre-Bid Substitutions: Changes in products, materials, equipment, and methods of construction  
27 required by the Contract Documents proposed by a Bidder, and accepted by the Architect dur-  
28 ing the Bidding Period, as allowed by the Instructions to Bidders.

- 29  
30 D. Post-Bid Substitutions: Changes in products, materials, equipment, and methods of construc-  
31 tion required by the Contract Documents proposed by the Contractor after award of the Contract  
32 are considered to be requests for post-bid substitutions. The following are not considered to be  
33 post-bid requests for substitutions:  
34

- 1           1. Substitutions requested during the bidding period, and accepted by Addendum prior to
- 2           award of the Contract, are included in the Contract Documents and are not subject to re-
- 3           quirements specified in this Section for substitutions.
- 4           2. Revisions to the Contract Documents requested by the Owner or Architect.
- 5           3. Specified options of products and construction methods included in the Contract Docu-
- 6           ments.
- 7           4. The Contractor's determination of and compliance with governing regulations and orders
- 8           issued by governing authorities.

9    1.4    ACTION SUBMITTALS

10    A.    Substitution Requests: The Architect will consider requests for substitution if received during

11    the bidding period as prescribed in Division 00 Section “Instructions to Bidders”, and after

12    commencement of the Work only when the Condition” stated in paragraph 2.1 of this section

13    are met. Submit three copies of each request for consideration. Identify product or fabrication

14    or installation method to be replaced. Include Specification Section number and title and

15    Drawing numbers and titles.

- 16           1. Substitution Request Form: Complete the form included at the end of Division 00
- 17           Section “Instructions to Bidders”, and submit with other required data..
- 18           2. Documentation: Show compliance with requirements for substitutions and the following,
- 19           as applicable:

- 20           a. Statement indicating why specified product or fabrication or installation cannot be
- 21           provided, if applicable.
- 22           b. Coordination information, including a list of changes or revisions needed to other
- 23           parts of the Work and to construction performed by Owner and separate
- 24           contractors, that will be necessary to accommodate proposed substitution.
- 25           c. Detailed comparison of significant qualities of proposed substitution with those of
- 26           the Work specified. Include annotated copy of applicable Specification Section.
- 27           Significant qualities may include attributes such as performance, weight, size,
- 28           durability, visual effect, sustainable design characteristics, warranties, and specific
- 29           features and requirements indicated. Indicate deviations, if any, from the Work
- 30           specified.
- 31           d. Product Data, including drawings and descriptions of products and fabrication and
- 32           installation procedures.
- 33           e. Samples, where applicable or requested.
- 34           f. Certificates and qualification data, where applicable or requested.
- 35           g. List of similar installations for completed projects with project names and
- 36           addresses and names and addresses of architects and owners.
- 37           h. Material test reports from a qualified testing agency indicating and interpreting test
- 38           results for compliance with requirements indicated.
- 39           i. Research reports evidencing compliance with building code in effect for Project,
- 40           from ICC-ES, and as required by the agency having jurisdiction.
- 41           j. Detailed comparison of Contractor's construction schedule using proposed
- 42           substitution with products specified for the Work, including effect on the overall
- 43           Contract Time. If specified product or method of construction cannot be provided
- 44           within the Contract Time, include letter from manufacturer, on manufacturer's
- 45           letterhead, stating date of receipt of purchase order, lack of availability, or delays
- 46           in delivery.

- 1 k. Cost information, including a proposal of change, if any, in the Contract Sum.  
2 l. Contractor's certification letter that proposed substitution complies with  
3 requirements in the Contract Documents except as indicated in substitution  
4 request, is compatible with related materials, and is appropriate for applications  
5 indicated.  
6 m. Contractor's waiver of rights to additional payment or time that may subsequently  
7 become necessary because of failure of proposed substitution to produce indicated  
8 results.
- 9 3. Architect's Action:
- 10 a. Bid Phase: Substitution requests approved during the Bidding period will be listed  
11 in an addendum. Substitution requests that are not approved will not be listed in an  
12 addendum. The Architect may, at their discretion, send the entity submitting the  
13 substitution notice of their action on the substitution. The entity submitting the  
14 substitution is responsible to confirm its status before bidding. General Contractor  
15 bidders are also responsible to confirm that all subbids accepted are for specified  
16 products or substitutions properly submitted and approved by addendum.
- 17 b. Construction Phase: If necessary, Architect will request additional information or  
18 documentation for evaluation within 15 days of receipt of a request for  
19 substitution. Architect will notify Contractor of acceptance or rejection of  
20 proposed substitution within 15 days of receipt of request, or 15 days of receipt of  
21 additional information or documentation, whichever is later.
- 22 c. Forms of Acceptance, Bid Phase: Listing as approved in an addendum.
- 23 d. Forms of Acceptance, Construction Phase: Change Order, Construction Change  
24 Directive, or Architect's Supplemental Instructions for minor changes in the Work,  
25 or other written approval by the Architect. Acceptance of a submittal or shop  
26 drawing containing a substitution will not be considered as an approved  
27 substitution unless specifically noted as such, and unless substitution has  
28 previously been properly submitted and approved.
- 29 e. Use product specified if Architect does not issue a decision on use of a proposed  
30 substitution within time allocated.
- 31 1.5 QUALITY ASSURANCE
- 32 A. Compatibility of Substitutions: Investigate and document compatibility of proposed  
33 substitution with related products and materials. Engage a qualified testing agency to perform  
34 compatibility tests recommended by manufacturers.
- 35 1.6 PROCEDURES
- 36 A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved  
37 substitutions.

1 PART 2 - PRODUCTS

2 2.1 SUBSTITUTIONS

3 A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for  
4 change, but not later than 21 days prior to time required for preparation and review of related  
5 submittals.

6 1. Conditions: Architect will consider Contractor's request for substitution when the  
7 following conditions are satisfied. If the following conditions are not satisfied, Architect  
8 will return requests without action, except to record noncompliance with these  
9 requirements. In making a Request for Substitution, the Contractor represents:

10 a. Specified product or method of construction cannot be provided for one of the  
11 following reasons:

- 12 1) The product or method of construction is unavailable through no fault of the  
13 Contractor or their subcontractor or supplier of any tier.  
14 2) The product or method of construction cannot be provided within the  
15 Contract Time, through no fault of the Contractor or their subcontractor or  
16 supplier of any tier.  
17 3) The product or method of construction cannot receive necessary approval(s)  
18 by a governing authority, and the proposed substitution can be approved.  
19 4) The product or method of construction cannot be provided in a manner that  
20 is compatible with other materials or systems and where the Contractor  
21 certifies in writing that the substitution will overcome the incompatibility.  
22 5) The product or method of construction cannot be coordinated with other  
23 materials or systems and where the Contractor certifies in writing that the  
24 substitution can be coordinated.

25 b. Requested substitution does not require extensive revisions to the Contract  
26 Documents.

27 c. Requested substitution is consistent with the Contract Documents and will produce  
28 indicated results.

29 d. Requested substitution provides compliance with “Buy America” requirements.

30 e. Substitution request is fully documented and properly submitted.

31 f. Requested substitution will not adversely affect Contractor's construction schedule.

32 g. Requested substitution has received necessary approvals of authorities having  
33 jurisdiction.

34 h. Requested substitution is compatible with other portions of the Work.

35 i. Requested substitution has been coordinated with other portions of the Work.

36 j. Requested substitution provides specified warranty.

37 k. Requested substitution achieves the desired aesthetic effect. The Architect will be  
38 the sole and final judge of acceptability.

39 l. Contractor waives all claims for additional costs and time related to substitution,  
40 which subsequently become apparent.

41 m. If requested substitution involves more than one contractor, requested substitution  
42 has been coordinated with other portions of the Work, is uniform and consistent, is  
43 compatible with other products, and is acceptable to all contractors involved.

- 1 B. Substitutions for Convenience: Architect will consider requests for substitution if received  
2 within 60 days after the Notice to Proceed. Requests received after that time may be considered  
3 or rejected at discretion of Architect.
- 4 1. Conditions: Architect will consider Contractor's request for substitution when the  
5 following conditions are satisfied. If the following conditions are not satisfied, Architect  
6 will return requests without action, except to record noncompliance with these  
7 requirements. In making a Request for Substitution, the Contractor represents:
- 8 a. Requested substitution offers Owner a substantial advantage in cost, time, energy  
9 conservation, or other considerations, after deducting additional responsibilities  
10 Owner must assume. Owner's additional responsibilities include compensation to  
11 Architect and the Architect's consultants of any tier for redesign and evaluation  
12 services, increased cost of other construction by Owner, and similar  
13 considerations.
- 14 b. The Contractor will reimburse the Architect and the Architect's consultants of any  
15 tier for all time and expenses related to evaluation of the proposed substitution, at  
16 the Architect's then current hourly rates, plus expenses. The costs of such  
17 evaluation will be paid by the Owner and deducted from the Contract through a  
18 Change Order.
- 19 c. Requested substitution does not require extensive revisions to the Contract  
20 Documents.
- 21 d. Requested substitution is consistent with the Contract Documents and will produce  
22 indicated results.
- 23 e. Requested substitution provides compliance with "Buy America" requirements.
- 24 f. Substitution request is fully documented and properly submitted.
- 25 g. Requested substitution will not adversely affect Contractor's construction schedule.
- 26 h. Requested substitution has received necessary approvals of authorities having  
27 jurisdiction.
- 28 i. Requested substitution is compatible with other portions of the Work.
- 29 j. Requested substitution has been coordinated with other portions of the Work.
- 30 k. Requested substitution provides specified warranty.
- 31 l. Requested substitution achieves the desired aesthetic effect. The Architect will be  
32 the sole and final judge of acceptability.
- 33 m. Contractor waives all claims for additional costs and time related to substitution,  
34 which subsequently become apparent.
- 35 n. If requested substitution involves more than one contractor, requested substitution  
36 has been coordinated with other portions of the Work, is uniform and consistent, is  
37 compatible with other products, and is acceptable to all contractors involved.
- 38 D. The Contractor's submittal and the Architect's acceptance of Shop Drawings, Product Data, or  
39 Samples for construction activities not complying with the Contract Documents do not consti-  
40 tute an acceptable or valid request for substitution, nor do they constitute approval.
- 41
- 42 E. In making Request for Substitution, the entity submitting the request, and the Contractor by ac-  
43 cepting the sub-bid (of any level), represent:
- 44
- 45 1. He/she has personally investigated proposed product and, in his/her opinion, it is equal or  
46 superior in all respects to that specified. Substantiate whenever requested by Architect.

- 1           2.    He/she will coordinate installation of accepted substitution into work and guarantees to  
2           complete it in all respects. He/she has outlined any changes required in accordance with  
3           form.
- 4           3.    He/she will provide the same guarantee for substitution as for specified product.
- 5           4.    He/she waves all claims for additional costs or time related to substitution which conse-  
6           quently became apparent.
- 7           5.    Cost data is complete and includes all related costs and time under his/her contract, but  
8           excludes:
  - 9           a.    Cost under separate contracts. (Show impact on attachment.)
  - 10          b.    Design Consultant's redesign, unless designated. Costs incurred for any substitutions  
11          made by the Contractor which requires additional work or changes in the Contract  
12          Documents in order to accommodate such substitutions shall be paid for by the Con-  
13          tractor.

14   PART 3 - EXECUTION (Not Used)

15   END OF SECTION 012500

## SUBSTITUTION REQUEST FORM

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

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

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

**Section:** \_\_\_\_\_ **Specified Item:** \_\_\_\_\_

**Proposed Substitution:** \_\_\_\_\_

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

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

List completely, installation changes and changes to Drawings and Specifications required by proposal.

**Fill in Blanks Below:**

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

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

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

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

E. Manufacturer's guarantees and warranties of proposed and specified items are:  
\_\_\_\_\_ Same \_\_\_\_\_ Different (Explain on attachment)

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

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

Undersigned attests that the function and quality of the proposed items is equivalent or superior to the specified item and waives its rights to additional payment and time arising in any way from the substitution, including without limitation costs or time that may subsequently be necessitated by failure of the substitution to perform adequately, and for the required work to make corrections thereof.

**Submitted by:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

**For use by Architect:**

\_\_\_\_ Accepted \_\_\_\_\_ Accepted as Noted

\_\_\_\_ Not Accepted \_\_\_\_\_ Received Too Late

By \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Remarks

\_\_\_\_\_  
E-mail



1 SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

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

6 1.2 SUMMARY

- 7 A. Section includes administrative and procedural requirements for handling and processing  
8 Contract modifications.

9 B. Related Requirements:

- 10 1. Division 00 Section "General Conditions" for additional requirements that shall take  
11 precedence over the requirements contained in this section.  
12 2. Division 01 Section "Substitution Procedures" for administrative procedures for handling  
13 requests for substitutions.  
14 3. Division 01 Section "Project Management and Coordination" for administrative  
15 procedures for handling Requests for Information (RFI).

16 1.3 MINOR CHANGES IN THE WORK

- 17 A. Architect's Supplemental Instructions: Architect will issue through Construction Manager  
18 Architect's Supplemental Instructions (ASI) authorizing minor changes in the Work, not known  
19 to involve adjustment to the Contract Sum or the Contract Time, on form included in Project  
20 Manual.

21 1.4 PROPOSAL REQUESTS

- 22 A. Owner-Initiated Proposal Requests: Construction Manager will issue a detailed description of  
23 proposed changes in the Work that may require adjustment to the Contract Sum and/or the  
24 Contract Time. If necessary, the description will include supplemental or revised Drawings and  
25 Specifications.

- 26 1. Work Change Proposal Requests issued by Construction Manager are not instructions  
27 either to stop work in progress or to execute the proposed change.  
28 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after  
29 receipt of Proposal Request, submit a quotation estimating cost adjustments to the  
30 Contract Sum and the Contract Time necessary to execute the change.

- 31 a. Include a list of quantities of products required or eliminated and unit costs, with  
32 total amount of purchases and credits to be made. If requested, furnish survey data  
33 to substantiate quantities.

- 1           b.     Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade
- 2                 discounts.
- 3           c.     Include costs of labor and supervision directly attributable to the change.
- 4           d.     Include an updated Contractor's construction schedule that indicates the effect of
- 5                 the change, including, but not limited to, changes in activity duration, start and
- 6                 finish times, and activity relationship. Use available total float (if allowed by
- 7                 General Conditions) before requesting an extension of the Contract Time.
- 8           e.     Quotation Form: Use forms acceptable to Architect.
  
- 9           3.     Also see the requirements of the General Conditions, which shall take precedence over
- 10                 requirements contained in this section.
  
- 11        B.     Contractor-Initiated Proposals: If latent or changed conditions require modifications to the
- 12                 Contract, Contractor may initiate a claim by submitting a sequentially numbered request for a
- 13                 change to the Construction Manager.
  
- 14           1.     Include a statement outlining reasons for the change and the effect of the change on the
- 15                 Work. Provide a complete description of the proposed change. Indicate the effect of the
- 16                 proposed change on the Contract Sum and the Contract Time.
- 17           2.     Include a list of quantities of products required or eliminated and unit costs, with total
- 18                 amount of purchases and credits to be made. If requested, furnish survey data to
- 19                 substantiate quantities.
- 20           3.     Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade
- 21                 discounts.
- 22           4.     Include costs of labor and supervision directly attributable to the change.
- 23           5.     Include an updated Contractor's construction schedule that indicates the effect of the
- 24                 change, including, but not limited to, changes in activity duration, start and finish times,
- 25                 and activity relationship. Use available total float (if allowed by General Conditions)
- 26                 before requesting an extension of the Contract Time.
- 27           6.     Comply with requirements in Division 01 Section "Substitution Procedures" if the
- 28                 proposed change requires substitution of one product or system for product or system
- 29                 specified.
- 30           7.     Also see the requirements of the General Conditions, which shall take precedence over
- 31                 requirements contained in this section.
- 32           8.     Proposal Request Form: Use form acceptable to Architect.

### 33    1.5    CHANGE ORDER PROCEDURES

- 34        A.     Upon the Owner's approval of a Proposal Request, the Construction Manager will issue a
- 35                 Change Order for signatures of the Owner and the Contractor. Alternatively, upon written
- 36                 agreement by the Owner on the Contractor Cost Proposal (CCP), the Contractor shall proceed
- 37                 with the work and a Change Order will be written at a later date. This Change Order may
- 38                 incorporate more than one approved CCP item. This process is to be used to expedite approval
- 39                 without the need to complete a Change Order to authorize the Contractor to proceed.
  
- 40        B.     Preparation of Change Orders:
  - 41            1.     Architect will prepare Change Orders for issuance by Construction Manager.
  - 42            2.     Change Order Form: Architect's form.

- 1           3.    Change Order describes Work changes, additions, and deletions, with attachments of  
2           revised Contract Documents to define changed details.
- 3           4.    Change Order provides accounting of any Contract Sum and Contract Time adjustment.
- 4        C.    Lump Sum/Fixed Price Change Order:
- 5           1.    Content of Change Orders will be based on, either:
- 6           a.    Proposal Request and Contractor’s responsive Contractor Change Proposal as  
7           mutually agreed between Owner and Contractor.
- 8           b.    Contractor’s Change Proposal, as recommended by Architect.
- 9           2.    Proper signatures (dated) authorize you to proceed with changes.
- 10          3.    Sign and date Change Order if in agreement with terms.
- 11        D.    Unit Price Change Order:
- 12          1.    Content of Change Orders will be based on, either:
- 13          a.    Definition of extent of required changes.
- 14          b.    Contractor’s Change Proposal for change, as approved with appropriate signatures.
- 15          c.    Survey of completed work.
- 16          2.    The amount of Unit Prices is to be:
- 17          a.    Any stated in the Bid Form / Agreement.
- 18          b.    Those mutually agreed upon between Owner and Contractor.
- 19          3.    When Change Order quantities can be determined prior to start of work:
- 20          a.    Appropriate listed persons will sign and date as authorization for you to proceed.
- 21          b.    Sign and date Change Order to indicate your agreement with terms.
- 22          4.    When quantities cannot be determined prior to start of work, the following procedures  
23          shall be followed:
- 24          a.    Appropriately signed instructions will be issued by Owner authorizing Contractor  
25          to proceed on unit price basis, citing applicable unit prices, approximate total cost,  
26          and maximum amount approved for work. Maximum amount cannot be exceeded  
27          without further written authorization whether or not work is completed.
- 28          b.    At completion of change, Contractor shall determine cost of work based on unit  
29          prices and quantities used.
- 30                  1)    Submit documentation establishing any claims for Contract Time change.
- 31          5.    All pertinent listed parties sign and date Change Order indicating their agreement to  
32          change in Contract Sum and Contract Time.
- 33        E.    Correlation with Contractor’s Submittals:
- 34          1.    Contractor shall periodically revise Schedule of Values and Request for Payment forms  
35          to record each change as a separate item of Work. Record adjusted Contract Sum.

- 1           2.     Contractor shall periodically revise Construction Schedule reflecting each change in  
2           Contract Time.
- 3                 a.     Revised sub-schedules shall show changes for other items of work affected by  
4                 changes.
- 5           3.     Upon completion of work under Change Order, enter pertinent changes in Record  
6           Documents.
- 7     F.     Distribution:
- 8                 1.     Architect transmits three (3) copies to Contractor for signature.  
9                 2.     Contractor signs all copies (if content is acceptable), and returns all copies to Architect.  
10                3.     Architect signs and forwards to Owner for approval.  
11                4.     Change Orders: Upon authorization, Owner transmits two (2) signed copies to Architect.
- 12                a.     Architect retains one copy.  
13                b.     Architect transmits one copy to Contractor.

14   1.6     CONSTRUCTION CHANGE DIRECTIVE

- 15     A.     Construction Change Directive: Construction Manager may issue a Construction Change  
16     Directive, prepared by the Architect, on form included in Project Manual. Construction Change  
17     Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in  
18     a Change Order.
- 19                1.     A Construction Change Directive contains a complete description of a change in the  
20                Work and also designates the method to be followed to determine change in the Contract  
21                Sum or the Contract Time.
- 22     B.     Documentation: Maintain detailed records on a time and material basis of work required by the  
23     Construction Change Directive.
- 24                1.     After completion of change, submit an itemized account and supporting data necessary to  
25                substantiate cost and time adjustments to the Contract.

26   PART 2 - PRODUCTS (Not Used)

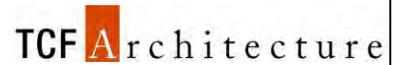
27   PART 3 - EXECUTION (Not Used)

28   CONTRACT MODIFICATION ATTACHMENTS FOLLOWING: TCF Architecture Sample Forms.

29            Architect's Supplemental Instructions  
30            Proposal Request  
31            Change Order  
32            Construction Change Directive

33   END OF SECTION 012600

**ARCHITECT'S SUPPLEMENTAL INSTRUCTION**



PROJECT: Jefferson Transit Authority - Maintenance, Operations and Administration Center ASI NO.:  
OWNER: Jefferson Transit Authority DATE OF ISSUANCE:  
1615 West Sims Way  
Port Townsend, WA 98368  
TO CONTRACTOR: ARCHITECT: TCF Architecture PLLC  
902 N. 2nd Street  
Tacoma, WA 98403  
CONTRACT FOR: General Construction ARCHITECT'S PROJECT NO.: 2013-006  
CONTRACT DATED:

---

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in Accordance with these instruction indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time, unless noted otherwise below.

---

**Description:**

**Attachments:**

---

REQUESTED BY: \_\_\_\_\_, TCF Architecture, PLLC

---

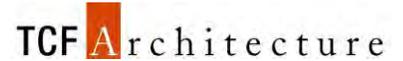
RESPONSE:  We have reviewed this Supplemental Instruction and accept it as a revision to the Contract with no change to the Contract Sum or Contract Time.  
 We have reviewed this Supplemental Instruction and have determined that the revision described herein will change the Contract Sum and/or Contract Time. We have attached substantiating information and explanation to this response.

Note: If the above response is not completed and returned to the Architect within 14 calendar days, the Contractor will be deemed to have accepted the Supplemental Instruction without change to the contract time or sum.

BY: \_\_\_\_\_, (CONTRACTOR NAME), Date: \_\_\_\_\_



# PROPOSAL REQUEST



PROJECT: Jefferson Transit Authority - Maintenance,  
Operations, and Administration Center

PROPOSAL REQUEST NO.:

DATE OF ISSUANCE:

OWNER: Jefferson Transit Authority  
1615 West Sims Way  
Port Townsend, WA 98368

CONTRACT DATE:

ARCHITECT'S PROJECT NO.: 2013-006

TO CONTRACTOR:

ARCHITECT: TCF Architecture PLLC  
902 North 2nd Street  
Tacoma, WA 98403

---

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within seven (7) days, or notify the Architect in writing of the date on which you anticipate submitting your proposal. THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

---

**Description:**

**Attachments:**

**Comments:**

**Method of Payment:** Base the proposal on the following method of payment, and indicate such on the proposal:

- Lump Sum
- Labor and Materials with a Not-To-Exceed maximum price
- Unit Price (include and estimate of quantities)
- Other: \_\_\_\_\_

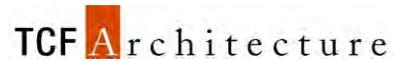
---

REQUESTED BY TCF Architecture, PLLC

\_\_\_\_\_  
(name)



**CHANGE ORDER**



PROJECT NAME: Jefferson Transit Authority - Maintenance, Operations, & Administration Center

CHANGE ORDER NO.:

C.O. DATE:

TO CONTRACTOR: (Insert Name)

CONTRACT DATE:

THE OWNER: Jefferson Transit Authority

ARCHITECT'S 2013-006 PROJECT NO.:

THE ARCHITECT: TCF Architecture PLLC

**The Contract is changed as follows:**

ITEM	DESCRIPTION	ADD OR DEDUCT	AMOUNT
(Insert PR #, CCD #, etc)	(Insert description)	(Insert ADD or DEDUCT)	(Insert amount)
<b>TOTAL AMOUNT FOR THIS CHANGE ORDER</b>		<b>ADD</b>	<b>\$0.00</b>

**SUMMARY**

The original Contract Sum was	\$0.00
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was	\$0.00
The Contract Sum will be <b>(insert increased or decreased)</b> by this change order	\$0.00
The new Contract Sum including this Change Order will be	\$0.00

The Contract Time will be **(Insert unchanged, increased or decreased and the number of days)**  
The date of Substantial Completion as of the date of this Change Order therefore is **(Insert date)**.

**ARCHITECT**

TCF Architecture PLLC  
902 N 2nd Street  
Tacoma, WA 98403

**OWNER**

Jefferson Transit Authority

**CONTRACTOR**

(Insert name & address)

By: \_\_\_\_\_  
(insert typewritten name)

By: \_\_\_\_\_  
(insert typewritten name)

By: \_\_\_\_\_  
(insert typewritten name)

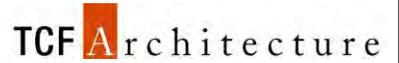
Date: \_\_\_\_\_

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

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



**CONSTRUCTION CHANGE DIRECTIVE**



PROJECT: Jefferson Transit Authority – Maintenance, Operations, and Administration Center

DIRECTIVE NO.:

DATE OF ISSUANCE:

TO CONTRACTOR:

CONTRACT DATED:

ARCHITECT'S PROJECT NO.: 2013-006

You are hereby directed to make the following change(s) to this Contract:

Description:

Attachments:

---

**PROPOSED ADJUSTMENTS**

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
  - Lump Sum increase / decrease of \_\_\_\_\_.
  - Unit Price of \_\_\_\_\_.
  - Labor and Materials, with a maximum not-to-exceed price of \_\_\_\_\_.  
(provide a full detailed breakdown on labor and materials used at completion of CCD work)
  - as provided in Subparagraph 7.3.6 of the General Conditions
- The Contract Time is proposed to be \_\_\_\_\_ by \_\_\_\_\_ days.  
(insert unchanged, increased or decreased and the number of days)

When signed by the Owner and Architect, and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (C.C.D.), and the Contractor shall proceed with the change(s) described above.

Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Construction Change Directive.

**ARCHITECT**  
TCF Architecture PLLC  
902 North Second Street  
Tacoma, WA 98403

**OWNER**  
Jefferson Transit Authority

**CONTRACTOR**  
(insert name and address)

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

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

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

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

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

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



1 SECTION 012900 - PAYMENT PROCEDURES

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

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

6 1.2 SUMMARY

- 7 A. Section includes administrative and procedural requirements necessary to prepare and process  
8 Applications for Payment.

9 B. Related Requirements:

- 10  
11 1. Division 01 Section "Contract Modification Procedures" for administrative procedures  
12 for handling changes to the Contract.  
13 2. Division 01 Section "Construction Progress Documentation" for administrative  
14 requirements governing the preparation and submittal of the Contractor's construction  
15 schedule.

16 1.3 DEFINITIONS

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

20 1.4 SCHEDULE OF VALUES

- 21 A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's  
22 construction schedule.

- 23 1. Coordinate line items in the schedule of values with other required administrative forms  
24 and schedules, including the following:

- 25 a. Application for Payment forms with continuation sheets.  
26 b. Submittal schedule.  
27 c. Items required to be indicated as separate activities in Contractor's construction  
28 schedule.

- 29 2. Submit the schedule of values to Construction Manager at earliest possible date, but no  
30 later than 21 days before the date scheduled for submittal of initial Applications for  
31 Payment, unless indicated otherwise in the General Conditions.

- 1           3.    Sub-schedules for Separate Elements of Work: Where the Contractor's construction  
2           schedule defines separate elements of the Work, provide sub-schedules showing values  
3           coordinated with each element.
- 4           B.    Format and Content: Generally use Project Manual table of contents as a guide to establish line  
5           items for the schedule of values, but provide at least the level of detail required by this Section.
- 6           1.    Identification: Include the following Project identification on the schedule of values:
- 7                a.    Project name and location.  
8                b.    Name of Architect.  
9                c.    Architect's project number.  
10              d.    Contractor's name and address.  
11              e.    Date of submittal.
- 12           2.    Arrange schedule of values consistent with format of the requirements contained herein.  
13           3.    Arrange the schedule of values in tabular form with separate columns to indicate the  
14           following for each item listed:
- 15                a.    Related Specification Section or Division.  
16                b.    Description of the Work.  
17                c.    Name of subcontractor.  
18                d.    Name of manufacturer or fabricator.  
19                e.    Name of supplier.  
20                f.    Change Orders (numbers) that affect value.  
21                g.    Dollar value of the following, as a percentage of the Contract Sum to nearest one-  
22                hundredth percent, adjusted to total 100 percent.
- 23                    1)    Labor.  
24                    2)    Materials.  
25                    3)    Equipment.
- 26           4.    Provide separate line items for “Mobilization”, “Commissioning” and “Punchlist” as  
27           provided for in the General Conditions, including the specific line item percentages  
28           required therein.
- 29           5.    Provide a breakdown of the Contract Sum in enough detail to facilitate continued  
30           evaluation of Applications for Payment and progress reports, but no less that the level of  
31           detail required herein. Coordinate with Project Manual table of contents. Provide  
32           multiple line items for principal subcontract amounts in excess of five percent of the  
33           Contract Sum.
- 34                a.    Include separate line items under Contractor and principal subcontracts for  
35                sustainability documentation and other Project closeout requirements in an amount  
36                totaling five percent of the Contract Sum and subcontract amount.
- 37           6.    Round amounts to nearest whole dollar; total shall equal the Contract Sum.

38

39



1  
2 CONSTRUCTION MANAGER’S CERTIFICATE FOR PAYMENT  
3

4 In accordance with the Contract Documents, based on-site observations and the data com-  
5 prising this application, the Construction Manager certifies to the Owner that to the best of  
6 the Architect’s knowledge, information and belief the Work is in accordance with the  
7 Contract Documents, and the Contractor is entitled to payment of the AMOUNT  
8 CERTIFIED.  
9

10 \_\_\_\_\_  
11 (Construction Manager)  
12 By \_\_\_\_\_ Date \_\_\_\_\_  
13 (SIGN IN INK)

14  
15 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the  
16 Contractor named herein. Issuance, payment and acceptance of payment are without  
17 prejudice to any rights of the Owner or Contractor under this Contract.

18 D. Application Preparation: Complete every entry on form. Notarize and execute by a person  
19 authorized to sign legal documents on behalf of Contractor. Construction Manager will return  
20 incomplete applications without action.

- 21 1. Entries shall match data on the schedule of values and Contractor's construction schedule.  
22 Use updated schedules if revisions were made.  
23 2. Include amounts for work completed following previous Application for Payment,  
24 whether or not payment has been received. Include only amounts for work completed at  
25 time of Application for Payment.  
26 3. Include amounts of Change Orders and Construction Change Directives issued before last  
27 day of construction period covered by application.  
28 4. Indicate separate amounts for work being carried out under Owner-requested project  
29 acceleration.

30 E. Stored Materials: Include in Application for Payment amounts applied for materials or  
31 equipment purchased or fabricated and stored, but not yet installed. Differentiate between items  
32 stored on-site and items stored off-site.

- 33 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of  
34 surety to payment, for stored materials.  
35 2. Provide supporting documentation that verifies amount requested, such as paid invoices.  
36 Match amount requested with amounts indicated on documentation; do not include  
37 overhead and profit on stored materials.  
38 3. Provide summary documentation for stored materials indicating the following:  
39 a. Value of materials previously stored and remaining stored as of date of previous  
40 Applications for Payment.  
41 b. Value of previously stored materials put in place after date of previous Application  
42 for Payment and on or before date of current Application for Payment.  
43 c. Value of materials stored since date of previous Application for Payment and  
44 remaining stored as of date of current Application for Payment.

- 1 F. Transmittal: Submit four signed and notarized original copies of each Application for Payment  
2 to Construction Manager by a method ensuring receipt within 24 hours. One copy shall include  
3 waivers of lien and similar attachments if required.
- 4 1. Transmit each copy with a transmittal form listing attachments and recording appropriate  
5 information about application.
- 6 G. Waivers of Mechanic’s Lien: Provide if required by the General Conditions.
- 7 H. Initial Application for Payment: Administrative actions and submittals that must precede or  
8 coincide with submittal of first Application for Payment include the following:
- 9 1. List of subcontractors.  
10 2. Schedule of values.  
11 3. Contractor's construction schedule (preliminary if not final).  
12 4. Combined Contractor's construction schedule (preliminary if not final) incorporating  
13 Work of multiple contracts, with indication of acceptance of schedule by each Contractor.  
14 5. Products list (preliminary if not final).  
15 6. Schedule of unit prices.  
16 7. Submittal schedule (preliminary if not final).  
17 8. List of Contractor's staff assignments.  
18 9. List of Contractor's principal consultants.  
19 10. Copies of building permits.  
20 11. Copies of authorizations and licenses from authorities having jurisdiction for  
21 performance of the Work.  
22 12. Initial progress report.  
23 13. Report of preconstruction conference.  
24 14. Certificates of insurance and insurance policies.  
25 15. Performance and payment bonds.  
26 16. Data needed to acquire Owner's insurance.  
27 17. Contractor Statement of Responsibility (See Structural General Notes).
- 28 I. Applications each Month During Construction: Submit itemized application, in number of  
29 copies as specified herein, each with Contractor’s notarized affidavit and signed receipts from  
30 Principal Subcontractors and Suppliers as specified below. Also include updated construction  
31 schedule with each application, when required herein.
- 32 J. Other Requirements: See the General Conditions.
- 33 K. Construction Schedule Update: If changes have occurred in the project schedule, submit with  
34 applications for payment a revised updated project CPM schedule.
- 35 L. Schedule of Values Updating: Update and resubmit the schedule of values before the next  
36 Application for Payment when Change Orders or Construction Change Directives result in a  
37 change in the contract Sum.
- 38 M. Current Record Documents: Prior to acting on processing each monthly request for payment,  
39 Contractor is required to present for review to Owner and Consultants, a current set of Record  
40 Documents indicating any revisions and locating all hidden work with horizontal and vertical  
41 dimensions. Failure to keep record documents current to Architects/Owners satisfaction shall

1 be considered grounds for withholding progress payment and/or final payment to the  
2 Contractor.

3 N. Application for Payment at Substantial Completion: After Architect issues the Certificate of  
4 Substantial Completion, submit an Application for Payment showing 100 percent completion  
5 for portion of the Work claimed as substantially complete.

- 6 1. Include documentation supporting claim that the Work is substantially complete and a  
7 statement showing an accounting of changes to the Contract Sum.
- 8 2. This application shall reflect Certificate(s) of Substantial Completion issued previously  
9 for Owner occupancy of designated portions of the Work.

10 O. Final Payment Application: After completing Project closeout requirements, submit final  
11 Application for Payment with releases and supporting documentation not previously submitted  
12 and accepted, including, but not limited, to the following:

- 13 1. Evidence of completion of Project closeout requirements.
- 14 2. Insurance certificates for products and completed operations where required and proof  
15 that taxes, fees, and similar obligations were paid.
- 16 3. Updated final statement, accounting for final changes to the Contract Sum.
- 17 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
- 18 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
- 19 6. AIA Document G707, "Consent of Surety to Final Payment."
- 20 7. Evidence that claims have been settled.
- 21 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of  
22 date of Substantial Completion or when Owner took possession of and assumed  
23 responsibility for corresponding elements of the Work.
- 24 9. Final liquidated damages settlement statement.

25 PART 2 - PRODUCTS (Not Used)

26 PART 3 - EXECUTION (Not Used)

27 SCHEDULE OF VALUES LISTING

28 The following listing shall be used by the Contractor as a minimum breakdown for Schedule of Values  
29 required for this Project, with the exception of listed items not included in this Project:

30 GENERAL

- 31 Contractor Overhead
- 32 Mobilization (See Gen. Conditions for max allow. %)
- 33 Bonds/Insurance (Actual Amounts)
- 34 General Submittals (All except Mech. & Elect.)
- 35 General Punch List & Closeout (See Gen Cond.)
- 36 Temporary Facilities
- 37 Supervision

38 MEP GENERAL

- 39 Mechanical Mobilization

- 1 Mechanical Permits/Bonds/Insurance (actual amounts)
- 2 Mechanical Submittals
- 3 Mechanical Punch List
- 4 Mechanical Closeout
- 5 Electrical Mobilization
- 6 Electrical Permits/Bonds/Insurance
- 7 Electrical Submittals
- 8 Electrical Punch List
- 9 Electrical Closeout

10 BUILDING A

- 11 Concrete Reinforcement
- 12 Concrete Slabs on Grade
- 13 Concrete Foundations
- 14 Concrete Finishing
- 15 Grouts & Underlayments
- 16 Structural Steel – Materials
- 17 Structural Steel – Labor
- 18 Misc. Steel Fabrications – Materials
- 19 Misc. Steel Fabrications – Labor
- 20 Cold-Formed Metal Framing – Materials
- 21 Cold-Formed Metal Framing – Labor
- 22 Rough Carpentry – Materials
- 23 Rough Carpentry – Labor
- 24 Exterior Finish Carpentry – Materials
- 25 Exterior Finish Carpentry – Labor
- 26 Sheathing – Materials
- 27 Sheathing – Labor
- 28 Interior Finish Carpentry – Materials
- 29 Interior Finish Carpentry – Labor
- 30 Dampproofing – Materials
- 31 Dampproofing – Labor
- 32 Waterproofing – Materials
- 33 Waterproofing – Labor
- 34 Thermal Insulation – Materials
- 35 Thermal Insulation – Labor
- 36 Insulation - Sound
- 37 Weather Barriers – Materials
- 38 Weather Barriers – Labor
- 39 Metal Wall Panels – Materials
- 40 Metal Wall Panels - Labor
- 41 Sheet Metal Flashing & Trim – Materials
- 42 Sheet Metal Flashing & Trim – Labor
- 43 Joint Sealants
- 44 Hollow Metal Doors & Frames – Materials
- 45 Hollow Metal Doors & Frames – Labor
- 46 Flush Wood Doors – Materials
- 47 Flush Wood Doors – Labor
- 48 Access Doors & Frames
- 49 Sectional Doors – Materials
- 50 Sectional Doors – Labor

- 1 Aluminum Entrances & Storefronts – Materials
- 2 Aluminum Entrances & Storefronts – Labor
- 3 Sliding Transaction Windows
- 4 Unit Skylights – Materials
- 5 Unit Skylights – Labor
- 6 Door Hardware – Materials
- 7 Door Hardware – Labor
- 8 Glass & Glazing – Materials
- 9 Glass & Glazing – Labor
- 10 Louvers & Vents
- 11 Structured Polycarbonate Panel Assemblies
- 12 Non-Structural Metal Framing – Materials
- 13 Non-Structural Metal Framing – Labor
- 14 Gypsum Board
- 15 Tiling – Materials
- 16 Tiling – Labor
- 17 Acoustical Panel Ceilings – Materials
- 18 Acoustical Panel Ceilings – Labor
- 19 Linear Wood Ceilings – Material
- 20 Linear Wood ceilings – Labor
- 21 Resilient Base & Accessories
- 22 Tile Carpeting – Labor
- 23 Tile Carpeting – Materials
- 24 Paint – Materials
- 25 Paint – Labor
- 26 Staining & Transparent Finishing – Materials
- 27 Staining & Transparent Finishing – Labor
- 28 High Performance Coatings – Materials
- 29 High Performance Coatings – Labor
- 30 Signage
- 31 Toilet Compartments – Materials
- 32 Toilet Compartments – Labor
- 33 Toilet, Bath & Laundry Accessories
- 34 Fire Extinguishers & Fire Extinguisher Cabinets
- 35 Metal Lockers
- 36 Flagpoles
- 37 Miscellaneous Specialties
- 38 Fuel Management System – Materials
- 39 Fuel Management System – Labor
- 40 Appliances
- 41 Shop Equipment – Materials
- 42 Shop Equipment – Labor
- 43 OFCI Equipment
- 44 Vehicle Washing Equipment – Materials
- 45 Vehicle Washing Equipment – Labor
- 46 Horizontal Louver Blinds
- 47 Roller Window Shades
- 48 Manufactured Wood Casework – Materials
- 49 Manufactured Wood Casework – Labor
- 50 Entrance Floor Mats & Frames
- 51 Site Furnishings

- 1 Metal Building Systems – Material
- 2 Metal building Systems – Labor
- 3 MEP BUILDING A
- 4 Fire Suppression System: Material
- 5 Fire Suppression System: Labor
- 6 Fire Extinguisher
- 7 Plumbing Below-Grade Material
- 8 Plumbing Below-Grade Labor
- 9 Plumbing Rough-In Materials
- 10 Plumbing Rough-In Labor
- 11 Plumbing Fixtures Materials
- 12 Plumbing Fixtures Labor
- 13 Compressed Air Systems
- 14 Pipe Insulation Material
- 15 Pipe Insulation Labor
- 16 HVAC Insulation Material
- 17 HVAC Finish
- 18 HVAC Equipment
- 19 HVAC Ductwork Materials
- 20 HVAC Ductwork Labor
- 21 Exhaust Systems - Materials
- 22 Exhaust Systems – Labor
- 23 Lubrication Equipment – Materials
- 24 Lubrication Equipment – Labor
- 25 Tests & Adjustments
- 26 Propane Fuel System
- 27 Electrical Site - Utility Provisions, Material
- 28 Electrical Site - Utility Provisions, Labor
- 29 Electrical Site - Site Lighting Rough In, Material
- 30 Electrical Site - Site Lighting Rough In, Labor
- 31 Electrical Site - Power and Low Voltage, Material
- 32 Electrical Site - Power and Low Voltage, Labor
- 33 Generator
- 34 Battery Power Systems – Material
- 35 Battery Power Systems - Labor
- 36 Lighting Systems - Fixtures & Lamps Material
- 37 Lighting Systems - Fixtures & Lamps Labor
- 38 Lighting Systems - Branch Circuit Rough-in, Material
- 39 Lighting Systems - Branch Circuit Rough-in, Labor
- 40 Lighting Systems - Branch Circuit Wiring Rough-in, Material
- 41 Lighting Systems - Branch Circuit Wiring Labor
- 42 Lighting Systems - Devices & Trim, Material
- 43 Lighting Systems - Devices & Trim, Labor
- 44 Power Systems - Switchgear, Disconnects, Panelboards, Transformers, Material
- 45 Power Systems - Switchgear, Disconnects, Panelboards, Transformers, Labor
- 46 Power Systems - Feeder Rough-in, Material
- 47 Power Systems - Feeder Rough-in, Labor
- 48 Power Systems - Equipment Connections
- 49 Power Systems - Branch Circuit Rough-in, Material
- 50 Power Systems - Branch Circuit Rough-in, Labor

- 1 Power Systems - Branch Circuit Wiring, Material
- 2 Power Systems - Branch Circuit Wiring, Labor
- 3 Power Systems - Devices & Trim, Material
- 4 Power Systems - Devices & Trim, Labor
- 5 Low Voltage - Telecommunications Premises Wiring, Material
- 6 Low Voltage - Telecommunications Premises Wiring, Labor
- 7 Low Voltage - Telecommunications Pathway, Rough-in Labor
- 8 Low Voltage - Telecommunications Pathway, Rough-in Material
- 9 Low Voltage - Security System Material
- 10 Low Voltage - Security System Labor
- 11 Low Voltage - Fire Alarm Rough-in, Material
- 12 Low Voltage - Fire Alarm Rough-in, Labor
- 13 Low Voltage - Fire Alarm Trim, Material
- 14 Low Voltage - Fire Alarm Trim, Labor
- 15 Generator
- 16 Lighting Systems - Fixtures & Lamps Material
- 17 Lighting Systems - Fixtures & Lamps Labor
- 18 Lighting Systems - Branch Circuit Rough-in, Material
- 19 Lighting Systems - Branch Circuit Rough-in, Labor
- 20 Lighting Systems - Branch Circuit Wiring Rough-in, Material
- 21 Lighting Systems - Branch Circuit Wiring Labor
- 22 Lighting Systems - Devices & Trim, Material
- 23 Lighting Systems - Devices & Trim, Labor
- 24 Power Systems - Switchgear, Disconnects, Panelboards, Transformers, Material
- 25 Power Systems - Switchgear, Disconnects, Panelboards, Transformers, Labor
- 26 Power Systems - Feeder Rough-in, Material
- 27 Power Systems - Feeder Rough-in, Labor
- 28 Power Systems - Equipment Connections
- 29 Power Systems - Branch Circuit Rough-in, Material
- 30 Power Systems - Branch Circuit Rough-in, Labor
- 31 Power Systems - Branch Circuit Wiring, Material
- 32 Power Systems - Branch Circuit Wiring, Labor
- 33 Power Systems - Devices & Trim, Material
- 34 Power Systems - Devices & Trim, Labor
- 35 Low Voltage - Telecommunications Premises Wiring, Material
- 36 Low Voltage - Telecommunications Premises Wiring, Labor
- 37 Low Voltage - Telecommunications Pathway, Rough-in Labor
- 38 Low Voltage - Telecommunications Pathway, Rough-in Material
- 39 Low Voltage - Security System Material

40

41 BUILDING B

- 42 Concrete Reinforcement
- 43 Concrete Slabs on Grade
- 44 Concrete Foundations
- 45 Sheet Metal Flashing & Trim
- 46 Sealants
- 47 Paint – Materials
- 48 Paint – Labor
- 49 High Performance Coatings – Material
- 50 High Performance Coatings – Labor

- 1 Lighting Systems – Materials
- 2 Lighting Systems – Labor
- 3 Power Systems – Materials
- 4 Power Systems – Labor
- 5 MEP BUILDING B
- 6 Fire Extinguisher
- 7 Plumbing Below-Grade Material
- 8 Plumbing Below-Grade Labor
- 9 Plumbing Rough-In Materials
- 10 Plumbing Rough-In Labor
- 11 Tests & Adjustments
- 12 Lighting Systems - Fixtures & Lamps Material
- 13 Lighting Systems - Fixtures & Lamps Labor
- 14 Lighting Systems - Branch Circuit Rough-in, Material
- 15 Lighting Systems - Branch Circuit Rough-in, Labor
- 16 Lighting Systems - Branch Circuit Wiring Rough-in, Material
- 17 Lighting Systems - Branch Circuit Wiring Labor
- 18 Lighting Systems - Devices & Trim, Material
- 19 Lighting Systems - Devices & Trim, Labor
- 20 Power Systems - Switchgear, Disconnects, Panelboards, Transformers, Material
- 21 Power Systems - Switchgear, Disconnects, Panelboards, Transformers, Labor
- 22 Power Systems - Feeder Rough-in, Material
- 23 Power Systems - Feeder Rough-in, Labor
- 24 Power Systems - Equipment Connections
- 25 Power Systems - Branch Circuit Rough-in, Material
- 26 Power Systems - Branch Circuit Rough-in, Labor
- 27 Power Systems - Branch Circuit Wiring, Material
- 28 Power Systems - Branch Circuit Wiring, Labor
- 29 Power Systems - Devices & Trim, Material
- 30 Power Systems - Devices & Trim, Labor
- 31 Low Voltage - Telecommunications Premises Wiring, Material
- 32 Low Voltage - Telecommunications Premises Wiring, Labor
- 33 Low Voltage - Telecommunications Pathway, Rough-in Labor
- 34 Low Voltage - Telecommunications Pathway, Rough-in Material
- 35 BUILDING C
- 36 Concrete Reinforcement
- 37 Concrete Slabs on Grade
- 38 Concrete Foundations
- 39 Fabric Structures – Material
- 40 Fabric Structures – Labor
- 41 Lighting Systems – Materials
- 42 Lighting Systems – Labor
- 43 Power Systems – Materials
- 44 Power Systems – Labor
- 45 MEP BUILDING C
- 46 Plumbing Below-Grade Material
- 47 Plumbing Below-Grade Labor
- 48 Plumbing Rough-In Materials
- 49 Plumbing Rough-In Labor

- 1 Lighting Systems - Fixtures & Lamps Material
- 2 Lighting Systems - Fixtures & Lamps Labor
- 3 Lighting Systems - Branch Circuit Rough-in, Material
- 4 Lighting Systems - Branch Circuit Rough-in, Labor
- 5 Lighting Systems - Branch Circuit Wiring Rough-in, Material
- 6 Lighting Systems - Branch Circuit Wiring Labor
- 7 Lighting Systems - Devices & Trim, Material
- 8 Lighting Systems - Devices & Trim, Labor
- 9 Power Systems - Switchgear, Disconnects, Panelboards, Transformers, Material
- 10 Power Systems - Switchgear, Disconnects, Panelboards, Transformers, Labor
- 11 Power Systems - Feeder Rough-in, Material
- 12 Power Systems - Feeder Rough-in, Labor
- 13 Power Systems - Equipment Connections
- 14 Power Systems - Branch Circuit Rough-in, Material
- 15 Power Systems - Branch Circuit Rough-in, Labor
- 16 Power Systems - Branch Circuit Wiring, Material
- 17 Power Systems - Branch Circuit Wiring, Labor
- 18 Power Systems - Devices & Trim, Material
- 19 Power Systems - Devices & Trim, Labor

20 **BUILDING D**

- 21 Concrete Reinforcement
- 22 Concrete Slabs on Grade
- 23 Concrete Foundations
- 24 Cold-Formed Metal Framing – Materials
- 25 Cold-Formed Metal Framing – Labor
- 26 Rough Carpentry – Materials
- 27 Rough Carpentry – Labor
- 28 Sheathing - Materials
- 29 Sheathing - Labor
- 30 Thermal Insulation – Materials
- 31 Thermal Insulation – Labor
- 32 Insulation – Sound – Materials
- 33 Insulation – Sound – Labor
- 34 Sheet Metal Flashing & Trim – Materials
- 35 Sheet Metal Flashing & Trim – Labor
- 36 Joint Sealants
- 37 Hollow Metal Doors & Frames – Materials
- 38 Hollow Metal Doors & Frames – Labor
- 39 Structured Polycarbonate Panel Assemblies
- 40 Sectional Doors
- 41 Paint – Materials
- 42 Paint – Labor
- 43 High Performance Coatings – Material
- 44 High Performance Coatings – Labor
- 45 Vehicle Washing Equipment – Materials
- 46 Vehicle Washing Equipment – Labor
- 47 Lighting Systems – Materials
- 48 Lighting Systems – Labor
- 49 Power Systems – Materials
- 50 Power Systems - Labor

- 1 MEP BUILDING D
- 2 Fire Extinguisher
- 3 Plumbing Below-Grade Material
- 4 Plumbing Below-Grade Labor
- 5 Plumbing Rough-In Materials
- 6 Plumbing Rough-In Labor
- 7 Compressed Air Systems
- 8 HVAC Equipment
- 9 Tests & Adjustments
- 10 Lighting Systems - Fixtures & Lamps Material
- 11 Lighting Systems - Fixtures & Lamps Labor
- 12 Lighting Systems - Branch Circuit Rough-in, Material
- 13 Lighting Systems - Branch Circuit Rough-in, Labor
- 14 Lighting Systems - Branch Circuit Wiring Rough-in, Material
- 15 Lighting Systems - Branch Circuit Wiring Labor
- 16 Lighting Systems - Devices & Trim, Material
- 17 Lighting Systems - Devices & Trim, Labor
- 18 Power Systems - Switchgear, Disconnects, Panelboards, Transformers, Material
- 19 Power Systems - Switchgear, Disconnects, Panelboards, Transformers, Labor
- 20 Power Systems - Feeder Rough-in, Material
- 21 Power Systems - Feeder Rough-in, Labor
- 22 Power Systems - Equipment Connections
- 23 Power Systems - Branch Circuit Rough-in, Material
- 24 Power Systems - Branch Circuit Rough-in, Labor
- 25 Power Systems - Branch Circuit Wiring, Material
- 26 Power Systems - Branch Circuit Wiring, Labor
- 27 Power Systems - Devices & Trim, Material
- 28 Power Systems - Devices & Trim, Labor
- 29 ON-SITE, SITE COSTS:
- 30 Survey & Layout
- 31 Site Clearing & Preparation
- 32 Site Demolition
- 33 Earthmoving - General
- 34 Trenching
- 35 Erosion Control
- 36 Building Excavation
- 37 Bldg. Backfill & Finish Grading
- 38 Asphaltic Paving & Pavement Markings
- 39 Concrete Paving – Materials
- 40 Concrete Paving – Labor
- 41 Site Signage
- 42 Irrigation
- 43 Hydroseeding
- 44 Chain Link Fencing and Gates
- 45 Decorative Metal Fencing
- 46 Automatic Gates: Material
- 47 Automatic Gates: Labor
- 48 Planting - Materials
- 49 Planting - Labor
- 50 Water Utility Piping

- 1 Septic System
- 2 Storm Drainage System: Material
- 3 Storm Drainage System: Labor
- 4
- 5 ATTACHMENT FOLLOWING: Sample Form
- 6
- 7 Contractor's Application for Payment
- 8
- 9 END OF SECTION 012900

Jefferson Transit Authority						
APPLICATION AND CERTIFICATE FOR PAYMENT ON CONTRACT						
CERTIFICATE FOR PAYMENT: (Insert beginning date), to (Insert ending date)						
Contract for:		Jefferson Transit Authority			Date: (Insert request date)	
Location:		Port Townsend, WA			Certificate No.: (Insert Request #)	
Contractor:		(Insert Contractor Name)			Contract No.:	
Original Contract Amount:				\$0.00		
Net change in Contract Amount to Date:				\$0.00		
					Adjusted Contract amount	
					\$0.00	
ITEM NO.	SCHEDULE OF VALUES DETAIL	ESTIMATED COST	AMOUNT EARNED	%	PREVIOUSLY CLAIMED	THIS ESTIMATE
<b>General</b>						
1.01	Contractor Overhead	\$0.00	\$0.00	0%	\$0.00	\$0.00
1.02	Mobilization (See Gen. Conditions for max allow %)	\$0.00	\$0.00	0%	\$0.00	\$0.00
1.03	Bonds/Insurance (Actual Amounts)	\$0.00	\$0.00	0%	\$0.00	\$0.00
1.04	General Submittals (All except Mech. & Elect.)	\$0.00	\$0.00	0%	\$0.00	\$0.00
1.05	General Punch List & Closeout (See Gen Cond.)	\$0.00	\$0.00	0%	\$0.00	\$0.00
1.06	Project Commissioning (See Gen Cond.)	\$0.00	\$0.00	0%	\$0.00	\$0.00
1.08	Temporary Facilities	\$0.00	\$0.00	0%	\$0.00	\$0.00
1.09	Supervision	\$0.00	\$0.00	0%	\$0.00	\$0.00
<b>MEP General</b>						
	Mechanical Mobilization	\$0.00	\$0.00	0%	\$0.00	\$0.00
	Mechanical Permits/Bonds/Insurance (actual amounts)	\$0.00	\$0.00	0%	\$0.00	\$0.00
	Mechanical Submittals	\$0.00	\$0.00	0%	\$0.00	\$0.00
	Mechanical Punch List	\$0.00	\$0.00	0%	\$0.00	\$0.00
	Mechanical Closeout	\$0.00	\$0.00	0%	\$0.00	\$0.00
	Electrical Mobilization	\$0.00	\$0.00	0%	\$0.00	\$0.00
	Electrical Permits/Bonds/Insurance	\$0.00	\$0.00	0%	\$0.00	\$0.00
	Electrical Submittals	\$0.00	\$0.00	0%	\$0.00	\$0.00
	Electrical Punch List	\$0.00	\$0.00	0%	\$0.00	\$0.00
	Electrical Closeout	\$0.00	\$0.00	0%	\$0.00	\$0.00
<b>Building A</b>						
A3.01	Concrete Reinforcement	\$0.00	\$0.00	0%	\$0.00	\$0.00
A3.02	Concrete Slabs on Grade	\$0.00	\$0.00	0%	\$0.00	\$0.00
A3.03	Concrete Foundations	\$0.00	\$0.00	0%	\$0.00	\$0.00
A3.04	Concrete Finishing	\$0.00	\$0.00	0%	\$0.00	\$0.00
A3.05	Grouts & Underlayments	\$0.00	\$0.00	0%	\$0.00	\$0.00
A5.01	Structural Steel - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A5.02	Structural Steel - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A5.03	Misc. Steel Fabrications - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A5.04	Misc. Steel Fabrications - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A5.05	Cold - Framing Metal Framing - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A5.06	Cold - Framing Metal Framing - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A6.01	Rough Carpentry - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A6.02	Rough Carpentry - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A6.03	Exterior Finish Carpentry - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A6.04	Exterior Finish Carpentry - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A6.05	Sheathing - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A6.06	Sheathing - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A6.07	Interior Finish Carpentry - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A6.08	Interior Finish Carpentry - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A7.01	Dampproofing - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A7.02	Dampproofing - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A7.03	Waterproofing - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A7.04	Waterproofing - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A7.05	Thermal Insulation - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A7.06	Thermal Insulation - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A7.07	Insulation - Sound	\$0.00	\$0.00	0%	\$0.00	\$0.00
A7.08	Weather Barriers - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A7.09	Weather Barriers - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A7.1	Metal Wall Panels - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A7.11	Metal Wall Panels - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A7.12	Sheet Metal Flashing & Trim - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A7.13	Sheet Metal Flashing & Trim - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A7.14	Joint Sealants	\$0.00	\$0.00	0%	\$0.00	\$0.00
A8.01	Hollow Metal Doors & Frames - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A8.02	Hollow Metal Doors & Frames - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A8.03	Flush Wood Doors - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A8.04	Flush Wood Doors - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A8.05	Access Doors & Frames	\$0.00	\$0.00	0%	\$0.00	\$0.00
A8.06	Sectional Doors - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A8.07	Sectional Doors - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A8.08	Aluminum Entrances & Storefronts - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A8.09	Aluminum Entrances & Storefronts - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A8.1	Sliding Transom Windows	\$0.00	\$0.00	0%	\$0.00	\$0.00
A8.11	Unit Skylights - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A8.12	Unit Skylights - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A8.13	Door Hardware - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A8.14	Door Hardware - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A8.15	Glass & Glazing - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A8.16	Glass & Glazing - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A8.17	Louvers & Vents	\$0.00	\$0.00	0%	\$0.00	\$0.00
A9.01	Non-Structural Metal Framing - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A9.02	Non-Structural Metal Framing - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A9.03	Gypsum Board	\$0.00	\$0.00	0%	\$0.00	\$0.00
A9.04	Tiling - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A9.05	Tiling - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A9.06	Acoustical Panel Ceilings - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A9.07	Acoustical Panel Ceilings - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A9.08	Linear Wood Ceilings - Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
A9.09	Linear Wood ceilings - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A9.1	Resilient Base & Accessories	\$0.00	\$0.00	0%	\$0.00	\$0.00
A9.11	Tile Carpeting - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A9.12	Paint - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A9.13	Paint - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A9.14	Staining & Transparent Finishing - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A9.15	Staining & Transparent Finishing - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A9.16	High Performance Coatings - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A9.17	High Performance Coatings - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A10.01	Signage	\$0.00	\$0.00	0%	\$0.00	\$0.00
A10.02	Toilet Compartments - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A10.03	Toilet Compartments - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A10.04	Fire Extinguishers & Cabinets	\$0.00	\$0.00	0%	\$0.00	\$0.00
A10.05	Toilet, Bath & Laundry Accessories	\$0.00	\$0.00	0%	\$0.00	\$0.00
A10.06	Fire Extinguishers & Fire Extinguisher Cabinets	\$0.00	\$0.00	0%	\$0.00	\$0.00
A10.07	Metal Lockers	\$0.00	\$0.00	0%	\$0.00	\$0.00
A10.08	Flagpoles	\$0.00	\$0.00	0%	\$0.00	\$0.00
A10.09	Miscellaneous Specialties	\$0.00	\$0.00	0%	\$0.00	\$0.00
A11.01	Shop Equipment - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A11.02	Vehicle Washing Equipment - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A11.03	Vehicle Washing Equipment - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A11.04	Shop Equipment - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A11.05	Appliances	\$0.00	\$0.00	0%	\$0.00	\$0.00
A12.01	Horizontal Louver Blinds	\$0.00	\$0.00	0%	\$0.00	\$0.00
A12.02	Roller Window Shades	\$0.00	\$0.00	0%	\$0.00	\$0.00
A12.03	Manufactured Wood Casework - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
A12.04	Manufactured Wood Casework - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
A12.05	Entrance Floor Mats & Frames	\$0.00	\$0.00	0%	\$0.00	\$0.00
A12.06	Site Furnishings	\$0.00	\$0.00	0%	\$0.00	\$0.00
A12.07	Metal Building Systems - Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
A12.08	Metal Building Systems - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
<b>MEP Building A</b>						
B21.01	Fire Suppression System: Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B21.02	Fire Suppression System: Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B21.03	Fire Extinguisher	\$0.00	\$0.00	0%	\$0.00	\$0.00
B22.01	Plumbing Below-Grade Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B22.02	Plumbing Below-Grade Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B22.03	Plumbing Rough-In Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
B22.04	Plumbing Rough-In Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B22.05	Plumbing Fixtures Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00

ITEM NO.	SCHEDULE OF VALUES DETAIL	ESTIMATED COST	AMOUNT EARNED	%	PREVIOUSLY CLAIMED	THIS ESTIMATE
B22.06	Plumbing Fixtures - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B23.01	Compressed Air Systems	\$0.00	\$0.00	0%	\$0.00	\$0.00
B23.02	Pipe Insulation Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B23.03	Pipe Insulation Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B23.04	HVAC Insulation Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B23.05	HVAC Finish	\$0.00	\$0.00	0%	\$0.00	\$0.00
B23.06	HVAC Equipment	\$0.00	\$0.00	0%	\$0.00	\$0.00
B23.07	HVAC Ductwork Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
B23.08	HVAC Ductwork Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B23.09	Exhaust Systems - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
B23.1	Exhaust Systems - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B23.11	Lubrication Equipment - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
B23.12	Lubrication Equipment - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B23.13	Tests & Adjustments	\$0.00	\$0.00	0%	\$0.00	\$0.00
B23.14	Propane Fuel System	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.01	Electrical Site - Utility Provisions, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.02	Electrical Site - Utility Provisions, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.03	Electrical Site - Site Lighting Rough In, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.04	Electrical Site - Site Lighting Rough In, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.05	Electrical Site - Power and Low Voltage, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.06	Electrical Site - Power and Low Voltage, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.07	Generators	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.08	Battery Power Systems - Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.09	Battery Power Systems - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.1	Lighting Systems - Fixtures & Lamps Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.11	Lighting Systems - Fixtures & Lamps Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.12	Lighting Systems - Branch Circuit Rough-in, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.13	Lighting Systems - Branch Circuit Rough-in, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.14	Lighting Systems - Branch Circuit Wiring Rough-in, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.15	Lighting Systems - Branch Circuit Wiring Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.16	Lighting Systems - Devices & Trim, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.17	Lighting Systems - Devices & Trim, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.18	Power Systems - Switchgear, Disconnects, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.19	Power Systems - Switchgear, Disconnects, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.20	Power Systems - Feeder Rough-in, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.21	Power Systems - Feeder Rough-in, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.22	Power Systems - Equipment Connections	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.23	Power Systems - Branch Circuit Rough-in, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.24	Power Systems - Branch Circuit Rough-in, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.25	Power Systems - Branch Circuit Wiring Rough-in, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.26	Power Systems - Branch Circuit Wiring, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.27	Power Systems - Devices & Trim, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.29	Power Systems - Devices & Trim, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B27.12	Low Voltage - Telecommunications Premises Wiring, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B27.13	Low Voltage - Telecommunications Premises Wiring, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B27.14	Low Voltage - Telecommunications Pathway, Rough-in, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B27.15	Low Voltage - Telecommunications Pathway, Rough-in, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B27.16	Low Voltage - Security System Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
<b>Building B</b>						
B3.01	Concrete Reinforcement	\$0.00	\$0.00	0%	\$0.00	\$0.00
B3.02	Concrete Slabs on Grade	\$0.00	\$0.00	0%	\$0.00	\$0.00
B3.03	Concrete Foundations	\$0.00	\$0.00	0%	\$0.00	\$0.00
B7.01	Sheet Metal Flashing & Trim	\$0.00	\$0.00	0%	\$0.00	\$0.00
B7.02	Sealants	\$0.00	\$0.00	0%	\$0.00	\$0.00
B9.01	Paint - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
B9.02	Paint - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B9.03	High Performance Coatings - Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B9.03	High Performance Coatings - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.01	Lighting Systems - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.02	Lighting Systems - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.03	Power Systems - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.04	Power Systems - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
<b>MEP Building B</b>						
B10.01	Fire Extinguisher	\$0.00	\$0.00	0%	\$0.00	\$0.00
B22.01	Plumbing Below-Grade Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B22.02	Plumbing Below-Grade Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B22.03	Plumbing Rough-In Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
B22.04	Plumbing Rough-In Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B22.05	Plumbing Rough-In Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B23.01	Tests & Adjustments	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.01	Lighting Systems - Fixtures & Lamps Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.02	Lighting Systems - Fixtures & Lamps Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.03	Lighting Systems - Branch Circuit Rough-in, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.04	Lighting Systems - Branch Circuit Rough-in, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.05	Lighting Systems - Branch Circuit Wiring Rough-in, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.06	Lighting Systems - Branch Circuit Wiring Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.07	Lighting Systems - Devices & Trim, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.08	Lighting Systems - Devices & Trim, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.09	Power Systems - Switchgear, Disconnects, Panelboards	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.10	Power Systems - Switchgear, Disconnects, Panelboards	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.11	Power Systems - Feeder Rough-in, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.12	Power Systems - Feeder Rough-in, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.13	Power Systems - Equipment Connections	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.14	Power Systems - Branch Circuit Rough-in, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.15	Power Systems - Branch Circuit Rough-in, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.16	Power Systems - Branch Circuit Wiring, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.17	Power Systems - Branch Circuit Wiring, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.18	Power Systems - Devices & Trim, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B26.19	Power Systems - Devices & Trim, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B27.01	Low Voltage - Telecommunications Premises Wiring, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B27.02	Low Voltage - Telecommunications Premises Wiring, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
B27.03	Low Voltage - Telecommunications Pathway, Rough-in, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
B27.04	Low Voltage - Telecommunications Pathway, Rough-in, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
<b>Building C</b>						
C3.01	Concrete Reinforcement	\$0.00	\$0.00	0%	\$0.00	\$0.00
C3.02	Concrete Slabs on Grade	\$0.00	\$0.00	0%	\$0.00	\$0.00
C3.03	Concrete Foundations	\$0.00	\$0.00	0%	\$0.00	\$0.00
C13.01	Fabric Structures - Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
C13.02	Fabric Structures - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
C26.01	Lighting Systems - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
C26.02	Lighting Systems - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
C26.03	Power Systems - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
C26.04	Power Systems - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
<b>MEP Building C</b>						
C22.01	Plumbing Below-Grade Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
C22.02	Plumbing Below-Grade Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
C22.03	Plumbing Rough-In Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
C22.04	Plumbing Rough-In Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
C26.01	Lighting Systems - Fixtures & Lamps Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
C26.02	Lighting Systems - Fixtures & Lamps Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
C26.03	Lighting Systems - Branch Circuit Rough-in, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
C26.04	Lighting Systems - Branch Circuit Rough-in, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
C26.05	Lighting Systems - Branch Circuit Wiring Rough-in, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
C26.06	Lighting Systems - Branch Circuit Wiring Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
C26.07	Lighting Systems - Devices & Trim, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
C26.08	Lighting Systems - Devices & Trim, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
C26.10	Power Systems - Switchgear, Disconnects, Panelboards	\$0.00	\$0.00	0%	\$0.00	\$0.00
C26.11	Power Systems - Switchgear, Disconnects, Panelboards	\$0.00	\$0.00	0%	\$0.00	\$0.00
C26.12	Power Systems - Feeder Rough-in, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
C26.13	Power Systems - Feeder Rough-in, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
C26.14	Power Systems - Equipment Connections	\$0.00	\$0.00	0%	\$0.00	\$0.00
C26.15	Power Systems - Branch Circuit Rough-in, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
C26.16	Power Systems - Branch Circuit Rough-in, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
C26.17	Power Systems - Branch Circuit Wiring, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
C26.18	Power Systems - Branch Circuit Wiring, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
C26.19	Power Systems - Devices & Trim, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00

ITEM NO.	SCHEDULE OF VALUES DETAIL	ESTIMATED COST	AMOUNT EARNED	%	PREVIOUSLY CLAIMED	THIS ESTIMATE
C26.20	Power Systems - Devices & Trim, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
<b>Building D</b>						
D3.01	Concrete Reinforcement	\$0.00	\$0.00	0%	\$0.00	\$0.00
D3.02	Concrete Slabs on Grade	\$0.00	\$0.00	0%	\$0.00	\$0.00
D3.03	Concrete Foundations	\$0.00	\$0.00	0%	\$0.00	\$0.00
D5.01	Cold-Formed Metal Framing - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
D5.02	Cold-Formed Metal Framing - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
D6.01	Rough Carpentry - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
D6.02	Rough Carpentry - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
D6.03	Sheathing - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
D6.04	Sheathing - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
D7.01	Thermal Insulation - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
D7.02	Thermal Insulation - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
D7.03	Insulation - Sound - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
D7.04	Insulation - Sound - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
D7.05	Sheet Metal Flashing & Trim - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
D7.06	Sheet Metal Flashing & Trim - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
D7.07	Joint Sealants	\$0.00	\$0.00	0%	\$0.00	\$0.00
D8.01	Hollow Metal Doors & Frames - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
D8.02	Hollow Metal Doors & Frames - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
D8.03	Structured Polycarbonate Panel Assemblies	\$0.00	\$0.00	0%	\$0.00	\$0.00
D8.04	Sectional Doors	\$0.00	\$0.00	0%	\$0.00	\$0.00
D9.01	Paint - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
D9.02	Paint - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
D9.03	High Performance Coatings - Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
D9.04	High Performance Coatings - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
D22.01	Vehicle Washing Equipment - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
D22.02	Vehicle Washing Equipment - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
D26.01	Lighting Systems - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
D26.02	Lighting Systems - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
D26.03	Power Systems - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
D26.04	Power Systems - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
<b>MEP Building D</b>						
D10.01	Fire Extinguisher	\$0.00	\$0.00	0%	\$0.00	\$0.00
D22.01	Plumbing Below-Grade Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
D22.02	Plumbing Below-Grade Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
D22.03	Plumbing Rough-In Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
D22.04	Plumbing Rough-In Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
D22.05	Compressed Air Systems	\$0.00	\$0.00	0%	\$0.00	\$0.00
D23.01	HVAC Equipment	\$0.00	\$0.00	0%	\$0.00	\$0.00
D23.02	Tests & Adjustments	\$0.00	\$0.00	0%	\$0.00	\$0.00
D26.01	Lighting Systems - Fixtures & Lamps Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
D26.02	Lighting Systems - Fixtures & Lamps Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
D26.03	Lighting Systems - Branch Circuit Rough-in, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
D26.04	Lighting Systems - Branch Circuit Rough-in, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
D26.05	Lighting Systems - Branch Circuit Wiring Rough-in, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
D26.06	Lighting Systems - Branch Circuit Wiring Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
D26.07	Lighting Systems - Devices & Trim, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
D26.08	Lighting Systems - Devices & Trim, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
D26.09	Power Systems - Switchgear, Disconnects, Panelboard	\$0.00	\$0.00	0%	\$0.00	\$0.00
D26.10	Power Systems - Switchgear, Disconnects, Panelboard	\$0.00	\$0.00	0%	\$0.00	\$0.00
D26.11	Power Systems - Feeder Rough-in, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
D26.12	Power Systems - Feeder Rough-in, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
D26.13	Power Systems - Equipment Connections	\$0.00	\$0.00	0%	\$0.00	\$0.00
D26.14	Power Systems - Branch Circuit Rough-in, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
D26.15	Power Systems - Branch Circuit Rough-in, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
D26.16	Power Systems - Branch Circuit Wiring, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
D26.17	Power Systems - Branch Circuit Wiring, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
D26.18	Power Systems - Devices & Trim, Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
D26.19	Power Systems - Devices & Trim, Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
<b>On - Site, Site Costs</b>						
31.01	Survey & Layout	\$0.00	\$0.00	0%	\$0.00	\$0.00
31.02	Site Clearing & Preparation	\$0.00	\$0.00	0%	\$0.00	\$0.00
31.03	Site Demolition	\$0.00	\$0.00	0%	\$0.00	\$0.00
31.04	Earthmoving - General	\$0.00	\$0.00	0%	\$0.00	\$0.00
31.05	Trenching	\$0.00	\$0.00	0%	\$0.00	\$0.00
31.06	Erosion Control	\$0.00	\$0.00	0%	\$0.00	\$0.00
31.07	Building Excavation	\$0.00	\$0.00	0%	\$0.00	\$0.00
31.08	Bldg. Backfill & Finish Grading	\$0.00	\$0.00	0%	\$0.00	\$0.00
31.09	Asphaltic Paving & Pavement Markings	\$0.00	\$0.00	0%	\$0.00	\$0.00
3.01	Concrete Paving - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
3.02	Concrete Paving - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
10.01	Site Signage	\$0.00	\$0.00	0%	\$0.00	\$0.00
32.01	Irrigation	\$0.00	\$0.00	0%	\$0.00	\$0.00
32.02	Hydroseeding	\$0.00	\$0.00	0%	\$0.00	\$0.00
32.03	Chain Link Fencing and Gates	\$0.00	\$0.00	0%	\$0.00	\$0.00
32.04	Decorative Metal Fencing	\$0.00	\$0.00	0%	\$0.00	\$0.00
32.05	Automatic Gates - Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
32.06	Automatic Gates - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
32.07	Planting - Materials	\$0.00	\$0.00	0%	\$0.00	\$0.00
32.08	Planting - Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
33.01	Water Utility Piping	\$0.00	\$0.00	0%	\$0.00	\$0.00
33.02	Septic System	\$0.00	\$0.00	0%	\$0.00	\$0.00
33.03	Storm Drainage System: Material	\$0.00	\$0.00	0%	\$0.00	\$0.00
33.04	Storm Drainage System: Labor	\$0.00	\$0.00	0%	\$0.00	\$0.00
Subtotal		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
TAX	9.50% Total	\$0.00	\$0.00		\$0.00	\$0.00
	Less Retainage	\$0.00	\$0.00		\$0.00	\$0.00
	NET	\$0.00	\$0.00		\$0.00	\$0.00
	Less Previous Payments	\$0.00	\$0.00		\$0.00	\$0.00
	Adjustments (specify)					
	<b>AMOUNT DUE THIS ESTIMATE</b>		<b>\$0.00</b>			<b>\$0.00</b>

e. Information and bid for the Work covered by this Application for Payment has been completed in the Contract for Work for which previous Certificates for Payment were issued and payments - Owner, and that current payments shown herein is now due.

Contracting Firm

By

SIGN IN INK

Date

**CERTIFICATE FOR PAYMENT**

By completing this application, the Architect certifies to the Owner that to the best of the Architect's ability the Work is in accordance with the Contract Documents, and the Contractor is entitled of the AMOUNT CERTIFIED.

TCF Architecture PLLC

By

SIGN IN INK

Date

Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any other rights of Contractor under this Contract.



**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO (Owner): Jefferson Transit Authority Project Name: APPLICATION NO: (Insert Request #) Distribution To:  
 Port Townsend, WA. Jefferson Transit Authority Maintenance, Operations, & Administration Center  OWNER  
 ATTENTION: TCF Architecture, PLLC ARCHITECT'S PERIOD FROM: (Insert beginning date)  ARCHITECT  
 902 North 2nd Street PROJECT NO: 2013-006 (Insert ending date)  CONTRACTOR  
 Tacoma, WA 98403 CONTRACT DATE: (Insert date)

Application is made for Payment, as shown below, in connection with the Contract.  
 Continuation Sheet is attached.  
 The present status of the account for this Contract is as follows:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		\$0.00	
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders			\$0.00

The undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

ORIGINAL CONTRACT SUM .....	\$0.00
Net Change by Change Orders .....	\$0.00
CONTRACT SUM TO DATE .....	\$0.00
TOTAL COMPLETED & STORED TO DATE .....	\$0.00
WA STATE SALES TAX ..... @ 9.0%	\$0.00
RETAINAGE ..... @ 5.0%	\$0.00
TOTAL EARNED PLUS TAX, LESS RETAINAGE .....	\$0.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$0.00
CURRENT PAYMENT DUE .....	\$0.00

Contractor: (Insert contractor firm name)

By: Date:

State of: WASHINGTON County of: Jefferson  
 Subscribed and sworn to before me this day of  
 Notary Public:  
 My Commission Expires:

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



1 SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

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

6 1.2 SUMMARY

7 A. Section includes administrative provisions for coordinating construction operations on Project  
8 including, but not limited to, the following:

- 9 1. General coordination procedures.  
10 2. Coordination drawings.  
11 3. Requests for Information (RFIs).  
12 4. Project Web site.  
13 5. Project meetings.  
14

15 B. Related Requirements:

- 16 1. Division 01 Section "Construction Progress Documentation" for preparing and  
17 submitting Contractor's construction schedule.  
18 2. Division 01 Section "Execution" for procedures for coordinating general installation and  
19 field-engineering services, including establishment of benchmarks and control points.  
20 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

21 1.3 DEFINITIONS

22 A. RFI: Request from Owner, Construction Manager, Architect, or Contractor seeking information  
23 required by or clarifications of the Contract Documents.

24 1.4 INFORMATIONAL SUBMITTALS

25 A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each  
26 portion of the Work, including those who are to furnish products or equipment fabricated to a  
27 special design. Include the following information in tabular form:

- 28 1. Name, address, and telephone number of entity performing subcontract or supplying  
29 products.  
30 2. Number and title of related Specification Section(s) covered by subcontract.  
31 3. Drawing number and detail references, as appropriate, covered by subcontract.

- 1 B. Key Personnel Names: Within 15 days of starting construction operations, or as required by the  
2 General Conditions, whichever is less, submit a list of key personnel assignments, including  
3 superintendent and other personnel in attendance at Project site. Identify individuals and their  
4 duties and responsibilities; list addresses and telephone numbers, including home, office, and  
5 cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone  
6 numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
- 7 1. Post copies of list in project meeting room, in temporary field office, and by each  
8 temporary telephone. Keep list current at all times.
- 9 1.5 GENERAL COORDINATION PROCEDURES
- 10 A. Coordination: Coordinate construction operations included in different Sections of the  
11 Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate  
12 construction operations included in different Sections that depend on each other for proper  
13 installation, connection, and operation.
- 14 1. Schedule construction operations in sequence required to obtain the best results where  
15 installation of one part of the Work depends on installation of other components, before  
16 or after its own installation.
- 17 2. Coordinate installation of different components to ensure maximum performance and  
18 accessibility for required maintenance, service, and repair.
- 19 3. Make adequate provisions to accommodate items scheduled for later installation.
- 20 B. Prepare memoranda for distribution to each party involved, outlining special procedures  
21 required for coordination. Include such items as required notices, reports, and list of attendees  
22 at meetings.
- 23 1. Prepare similar memoranda for Owner and separate contractors if coordination of their  
24 Work is required.
- 25 C. Administrative Procedures: Coordinate scheduling and timing of required administrative  
26 procedures with other construction activities and activities of other contractors to avoid conflicts  
27 and to ensure orderly progress of the Work. Such administrative activities include, but are not  
28 limited to, the following:
- 29 1. Preparation of Contractor's construction schedule.  
30 2. Preparation of the schedule of values.  
31 3. Installation and removal of temporary facilities and controls.  
32 4. Delivery and processing of submittals.  
33 5. Progress meetings.  
34 6. Preinstallation conferences.  
35 7. Project closeout activities.  
36 8. Startup and adjustment of systems.  
37  
38  
39

1 D. Conservation: Coordinate construction activities to ensure that operations are carried out with  
2 consideration given to conservation of energy, water, and materials. Coordinate use of  
3 temporary utilities to minimize waste.

4 1. Salvage materials and equipment involved in performance of, but not actually  
5 incorporated into, the Work. See other Sections for disposition of salvaged materials that  
6 are designated as Owner's property.

## 7 1.6 COORDINATION DRAWINGS

8 A. Coordination Drawings, General: Prepare coordination drawings according to requirements in  
9 individual Sections, and additionally where installation is not completely shown on Shop  
10 Drawings, where limited space availability necessitates coordination, or if coordination is  
11 required to facilitate integration of products and materials fabricated or installed by more than  
12 one entity.

13 1. Content: Project-specific information, drawn accurately to a scale large enough to  
14 indicate and resolve conflicts. Do not base coordination drawings on standard printed  
15 data. Include the following information, as applicable:

16 a. Use applicable Drawings as a basis for preparation of coordination drawings.  
17 Prepare sections, elevations, and details as needed to describe relationship of  
18 various systems and components.

19 b. Indicate functional and spatial relationships of components of architectural,  
20 structural, civil, mechanical, and electrical systems.

21 c. Indicate space requirements for routine maintenance and for anticipated  
22 replacement of components during the life of the installation.

23 d. Show location and size of access doors required for access to concealed dampers,  
24 valves, and other controls.

25 e. Indicate required installation sequences.

26 f. Indicate dimensions shown on the Drawings. Specifically note dimensions that  
27 appear to be in conflict with submitted equipment and minimum clearance  
28 requirements. Provide alternate sketches to Architect indicating proposed  
29 resolution of such conflicts. Minor dimension changes and difficult installations  
30 will not be considered changes to the Contract.

31 B. Coordination Drawing Organization: Organize coordination drawings as follows:

32 1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and  
33 mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations  
34 of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan  
35 drawings with section drawings where required to adequately represent the Work.

36 2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical  
37 and electrical equipment, and related Work. Locate components within ceiling plenum to  
38 accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict  
39 between light fixtures and other components.

40 3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans  
41 and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical  
42 equipment.

43 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.

- 1           5.     Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of  
2           embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door  
3           floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and  
4           similar items.  
5           6.     Mechanical and Plumbing Work: Show the following:
- 6           a.     Sizes and bottom elevations of ductwork, piping, and conduit runs, including  
7           insulation, bracing, flanges, and support systems.  
8           b.     Dimensions of major components, such as dampers, valves, diffusers, access  
9           doors, cleanouts and electrical distribution equipment.  
10          c.     Fire-rated enclosures around ductwork.
- 11          7.     Electrical Work: Show the following:
- 12          a.     Runs of vertical and horizontal conduit 1-1/4 inches (32 mm) in diameter and  
13          larger.  
14          b.     Light fixture, exit light, emergency battery pack, smoke detector, and other fire-  
15          alarm locations.  
16          c.     Panel board, switch board, switchgear, transformer, busway, generator, and motor  
17          control center locations.  
18          d.     Location of pull boxes and junction boxes, dimensioned from column center lines.
- 19          8.     Fire-Protection System: Show the following:
- 20          a.     Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler  
21          heads.
- 22          9.     Review: Architect will review coordination drawings to confirm that the Work is being  
23          coordinated, but not for the details of the coordination, which are Contractor's  
24          responsibility. If Architect determines that coordination drawings are not being prepared  
25          in sufficient scope or detail, or are otherwise deficient, Architect will so inform  
26          Contractor, who shall make changes as directed and resubmit.
- 27          10.    Coordination Drawing Prints: Prepare coordination drawing prints according to  
28          requirements in Division 01 Section "Submittal Procedures."
- 29          C.     Coordination Digital Data Files: Prepare coordination digital data files according to the  
30          following requirements:
- 31           1.     File Preparation Format: Same digital data software program, version, and operating  
32           system as original Contract Documents.  
33           2.     File Submittal Format: Submit or post coordination drawing files using format same as  
34           file preparation format and Portable Data File (PDF) format.
- 35    1.7    REQUESTS FOR INFORMATION (RFIs)
- 36          A.     General: Immediately on discovery of the need for additional information or interpretation of  
37          the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
- 38           1.     Architect will return RFIs submitted to Architect by other entities controlled by  
39           Contractor with no response.

- 1           2.     Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's  
2           work or work of subcontractors.
- 3     B.     RFI Process: During the construction phase, the Contractor shall use a Request for Information  
4           to make inquiries for clarification of the Contract Documents. The Contractor shall make every  
5           reasonable effort to carefully review the contract documents and search for answers prior to  
6           sending an RFI to the Architect. When RFI's are transmitted, they shall be sent to the Architect  
7           in a timely fashion allowing a reasonable time frame for review and response by the design  
8           team.  
9
- 10           1.     The Architect will judge whether they or their consultants would most appropriately  
11           answer the question.  
12           2.     The Contractor is encouraged to forward proposed solutions to any issues identified along  
13           with the RFI to help expedite an answer and/or resolution.  
14           3.     The Architect will return completed form to the Contractor in a timely fashion, and/or  
15           post to the project web site, and the Contractor shall forward on to and notify appropriate  
16           subcontractors and suppliers. Such response to RFI's by the Architect and/or their  
17           consultants shall not constitute approval of a change in contract time or the contract sum.  
18           Changes in contract time or cost shall be handled via a Change Order or Construction  
19           Change Directive.  
20           4.     If the Contractor believes the issue identified in the RFI will result in a change to the  
21           Contract Time or Sum, he shall so indicate on the RFI form. Such indication shall not  
22           automatically entitle the Contractor to an increase in the Contract Time or Contract Sum.  
23           5.     If the Contractor believes a change to the Contract Time or Contract Sum is necessary as  
24           a result of the issue identified in the RFI, he shall submit full substantiating  
25           documentation to the Architect within the time frames indicated in the General  
26           Conditions for a claim. Without such documentation in the required time frames, there  
27           will be no consideration of a change to the Contract Time or the Contract Sum.
- 28     C.     Content of the RFI: Include a detailed, legible description of item needing information or  
29           interpretation and the following:
- 30           1.     Project name.  
31           2.     Project number.  
32           3.     Date.  
33           4.     Name of Contractor.  
34           5.     Name of Architect and Construction Manager.  
35           6.     RFI number, numbered sequentially.  
36           7.     RFI subject.  
37           8.     Specification Section number and title and related paragraphs, as appropriate.  
38           9.     Drawing number and detail references, as appropriate.  
39           10.    Field dimensions and conditions, as appropriate.  
40           11.    Contractor's suggested resolution. If Contractor's suggested resolution impacts the  
41           Contract Time or the Contract Sum, Contractor shall state impact in the RFI.  
42           12.    Contractor's signature.  
43           13.    Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop  
44           Drawings, coordination drawings, and other information necessary to fully describe items  
45           needing interpretation.
- 46           a.     Include dimensions, thicknesses, structural grid references, and details of affected  
47           materials, assemblies, and attachments on attached sketches.

- 1 D. RFI Forms: Form bound in Project Manual. Architect will provide an electronic version of this  
2 form.
- 3 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- 4 E. Form of Transmittal: To help expedite the process, to help eliminate the use of paper products,  
5 and to help improve the clarity of information, the Contractor shall use electronic mail to  
6 transmit RFI's whenever feasible (in lieu of a fax machine), which may require the use of  
7 scanned documents, digital photographs, etc. This shall be a requirement of the Contract  
8 Documents unless a particular RFI becomes technically infeasible to handle by this method
- 9 F. Architect's Action: The RFI will generally be answered within ten (10) working days (as  
10 defined by the General Conditions). If the Architect determines that the RFI is incomplete,  
11 unclear, or requires further information to answer, this time frame will increase to provide the  
12 full ten days indicated upon receipt of all required information. The Architect and his  
13 Consultants will endeavor to respond appropriately to time critical questions. The Contractor  
14 shall only mark the RFI Time Critical (or urgent) in rare instances and only when absolutely  
15 necessary. Indication of a "Requested Return Date" with a time frame shorter than the above  
16 time frames will not be grounds for a contract time extension or delay claim. The Architect will  
17 endeavor to meet the requested date provided the Contractor does not routinely request quicker  
18 responses. The Contractor shall endeavor to plan the project work such that RFI's do not  
19 commonly become time critical. The time frame will begin upon receipt in the Architect's  
20 office on a normal working day (excluding the Architect's holiday days) between the hours of  
21 8:00 AM and 5:00 PM, and will end upon the Architect's transmission back to the Contractor  
22 on a normal working day for the Architect. No adjustments to the Contract Time will be  
23 considered for RFI's answered within the above time frame. RFIs received by Architect after  
24 1:00 p.m. will be considered as received the following working day.
- 25 1. The following Contractor-generated RFIs will be returned without action:
- 26 a. Requests for approval of submittals.  
27 b. Requests for approval of substitutions.  
28 c. Requests for approval of Contractor's means and methods.  
29 d. Requests for coordination information already indicated in the Contract  
30 Documents.  
31 e. Requests for adjustments in the Contract Time or the Contract Sum.  
32 f. Requests for interpretation of Architect's actions on submittals.  
33 g. Incomplete RFIs or inaccurately prepared RFIs.
- 34 2. Architect's action may include a request for additional information, in which case  
35 Architect's time for response will date from time of receipt of additional information.
- 36 3. Architect's action on RFIs that may result in a change to the Contract Time or the  
37 Contract Sum may be eligible for Contractor to submit Change Proposal according to  
38 Division 01 Section "Contract Modification Procedures."
- 39 a. If Contractor believes the RFI response warrants change in the Contract Time or  
40 the Contract Sum, notify Architect and Construction Manager in writing within 10  
41 days of receipt of the RFI response, or within the time frames indicated in the  
42 General Conditions, whichever is shorter.

- 1 G. Quantity of RFI's: The Contractor should expect that a large number of RFI's may be  
2 necessary to complete the Work. The number of RFI's shall not be the basis of a claim for an  
3 increase in the Contract Time or the Contract Sum. The Contractor shall include all associated  
4 costs for processing these RFI's in their bid, and for the time impacts (if any) in the project  
5 schedule.
- 6 H. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number.  
7 Submit log weekly. Include the following:
- 8 1. Project name.  
9 2. Name and address of Contractor.  
10 3. Name and address of Architect and Construction Manager.  
11 4. RFI number including RFIs that were returned without action or withdrawn.  
12 5. RFI description.  
13 6. Date the RFI was submitted.  
14 7. Date Architect's response was received.
- 15 I. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response  
16 to affected parties. Review response and notify Architect within seven days if Contractor  
17 disagrees with response, or as provided by the General Conditions, whichever is shorter.
- 18 1. Identification of related Minor Change in the Work, Construction Change Directive, and  
19 Proposal Request, as appropriate.
- 20 J. Unnecessary RFI's: Should the Contractor submit unnecessary RFI's, the Owner may charge  
21 the Contractor for the time to review and respond to the Contractor. This review time includes  
22 the Owner, the Construction Manager, the Architect, and the Architect's Consultants. Time will  
23 be charged at \$125 per hour plus expenses. A change order will be processed deducting these  
24 costs from the Contract Sum. An "Unnecessary RFI", as determined by the Architect, shall be  
25 defined as a RFI question that could have been answered by the Contractor or a Subcontractor  
26 prior to submission of the RFI via review of information already contained in the Contract  
27 Documents. RFI's that are not clear or contain inadequate information to allow full review shall  
28 also be considered Unnecessary RFI's.
- 29 K. RFI Numbering: RFI's shall be consecutively numbered, beginning at "1". The number shall  
30 be followed by a capital letter designating the primary discipline associated with the question.  
31 If a follow-up question arises, the follow-up RFI shall use the same number as the original RFI,  
32 but shall contain a sub-letter(s), beginning with a lower case "a". As an example, if the third  
33 RFI were mechanical in nature, it would be numbered 3M, and a clarification to RFI 3M would  
34 be RFI 3Ma.
- 35 L. Subcontractor RFI's:
- 36 1. General Requirements: Subcontractors shall also use an RFI form to request information  
37 or clarifications. The RFI form format is up to the General Contractor and Subcontractor  
38 to determine, but it shall contain substantially the same information that the attached RFI  
39 form contains. The Owner and Architect reserve the right to reject the subcontractor RFI  
40 format should it not contain substantially the same information as the attached RFI form.  
41 2. Numbering: Subcontractors shall number their RFI's using a letter in front of the number  
42 to designate their discipline, and shall also use a lower case letter after the number to

1 indicate any follow-up questions. Use the following designation to identify each  
2 discipline:

- 3 C Civil
- 4 E Electrical
- 5 H HVAC
- 6 K Kitchen
- 7 L Landscape and Irrigation
- 8 P Plumbing
- 9 S Structural

10  
11 Example: The fourth plumbing RFI would be numbered, P4, and if there were a follow-  
12 up question, it would be P4a.

13  
14 3. General Contractor’s Review: The General Contractor shall review and respond to all  
15 Subcontractor’s RFIs. When the General Contractor has reviewed the RFI, and cannot  
16 find an answer in the Contract Documents, the General Contractor shall create their own  
17 RFI with the appropriate number, attach the subcontractor RFI, and forward it to the  
18 Architect. Should the Architect find the RFI to be “Unnecessary” as defined herein,  
19 review charges will be applied.

20 M. RFI Documentation: RFI forms shall be fully completed, shall contain accurate references to  
21 drawings and specifications, shall include any necessary supporting data to make clear the  
22 question or concern, and shall contain the Contractor’s proposed solution where feasible to  
23 recommend one.

24 1.8 PROJECT WEB SITE

25 A. The Architect will provide and host a Project “Share Point” Site for purposes of managing  
26 project communication and documentation until Final Completion. The Project “Share Point”  
27 Site will include the following functions:

- 28 1. Project directory.
- 29 2. Project correspondence.
- 30 3. Meeting minutes.
- 31 4. Contract modifications forms and logs.
- 32 5. RFI forms and logs.
- 33 6. Task and issue management.
- 34 7. Photo documentation.
- 35 8. Schedule and calendar management.
- 36 9. Submittals forms and logs.
- 37 10. Payment application forms.
- 38 11. Drawing and specification document hosting, viewing, and updating.
- 39 12. Online document collaboration.
- 40 13. Reminder and tracking functions.
- 41 14. Archiving functions.
- 42 15. Other information may be included on the Project “Share Point” Site as mutually agreed  
43 between the Owner, Architect and Contractor as the Project progresses.

1 1.9 PROJECT MEETINGS

2 A. General: The Contractor shall schedule and conduct meetings and conferences at Project site  
3 unless otherwise indicated.

4 1. Attendees: Inform participants and others involved, and individuals whose presence is  
5 required, of date and time of each meeting. Notify Owner and Architect of scheduled  
6 meeting dates and times.

7 2. Agenda: Coordinate the agenda with the Architect and Construction Manager.  
8 Distribute the agenda to all invited attendees.

9 3. Minutes: Entity responsible for conducting meeting will record and promptly distribute  
10 significant discussions and agreements achieved. The meeting minutes will be  
11 distributed to the Contractor, Owner, Construction Manager, and the Architect's  
12 Consultants.

13 B. Preconstruction Conference: Construction Manager will schedule and conduct a  
14 preconstruction conference before starting construction, at a time convenient to Owner and  
15 Architect, but no later than 15 days after execution of the Agreement.

16 1. Conference will be conducted to review responsibilities and personnel assignments.

17 2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority,  
18 Construction Manager, Architect, and their consultants; Contractor and its  
19 superintendent; major subcontractors; suppliers; and other concerned parties shall attend  
20 the conference. Participants at the conference shall be familiar with Project and  
21 authorized to conclude matters relating to the Work.

22 3. Agenda: Discuss items of significance that could affect progress, including the  
23 following:

24 a. Tentative construction schedule.

25 b. Phasing.

26 c. Critical work sequencing and long-lead items.

27 d. Designation of key personnel and their duties.

28 e. Lines of communications.

29 f. Procedures for processing field decisions and Change Orders.

30 g. Procedures for RFIs.

31 h. Procedures for testing and inspecting.

32 i. Procedures for processing Applications for Payment.

33 j. Distribution of the Contract Documents.

34 k. Submittal procedures.

35 l. Sustainable design requirements.

36 m. Preparation of record documents.

37 n. Use of the premises.

38 o. Work restrictions.

39 p. Working hours.

40 q. Owner's occupancy requirements.

41 r. Responsibility for temporary facilities and controls.

42 s. Procedures for moisture and mold control.

43 t. Procedures for disruptions and shutdowns.

44 u. Construction waste management and recycling.

45 v. Parking availability.

46 w. Office, work, and storage areas.

- 1 x. Equipment deliveries and priorities.
- 2 y. First aid.
- 3 z. Security.
- 4 aa. Progress cleaning.
  
- 5 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting  
6 minutes.
  
- 7 C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each  
8 construction activity that requires coordination with other construction.
  
- 9 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or  
10 affected by the installation and its coordination or integration with other materials and  
11 installations that have preceded or will follow, shall attend the meeting. Advise  
12 Architect, Construction Manager, and Owner's Commissioning Authority of scheduled  
13 meeting dates.
- 14 2. Agenda: Review progress of other construction activities and preparations for the  
15 particular activity under consideration, including requirements for the following:
  - 16 a. Contract Documents.
  - 17 b. Options.
  - 18 c. Related RFIs.
  - 19 d. Related Change Orders.
  - 20 e. Purchases.
  - 21 f. Deliveries.
  - 22 g. Submittals.
  - 23 h. Sustainable design requirements.
  - 24 i. Review of mockups.
  - 25 j. Possible conflicts.
  - 26 k. Compatibility requirements.
  - 27 l. Time schedules.
  - 28 m. Weather limitations.
  - 29 n. Manufacturer's written instructions.
  - 30 o. Warranty requirements.
  - 31 p. Compatibility of materials.
  - 32 q. Acceptability of substrates.
  - 33 r. Temporary facilities and controls.
  - 34 s. Space and access limitations.
  - 35 t. Regulations of authorities having jurisdiction.
  - 36 u. Testing and inspecting requirements.
  - 37 v. Installation procedures.
  - 38 w. Coordination with other work.
  - 39 x. Required performance results.
  - 40 y. Protection of adjacent work.
  - 41 z. Protection of construction and personnel.
  
- 42 3. Record significant conference discussions, agreements, and disagreements, including  
43 required corrective measures and actions.
- 44 4. Reporting: Distribute minutes of the meeting to each party present and to other parties  
45 requiring information.

- 1           5.     Do not proceed with installation if the conference cannot be successfully concluded.  
2                 Initiate whatever actions are necessary to resolve impediments to performance of the  
3                 Work and reconvene the conference at earliest feasible date.
  
- 4     D.     Project Closeout Conference: Schedule and conduct a project closeout conference, at a time  
5             convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of  
6             Substantial Completion.
  - 7                 1.     Conduct the conference to review requirements and responsibilities related to Project  
8                         closeout.
  - 9                 2.     Attendees: Authorized representatives of Owner, Owner's Commissioning Authority,  
10                         Construction Manager, Architect, and their consultants; Contractor and its  
11                         superintendent; major subcontractors; suppliers; and other concerned parties shall attend  
12                         the meeting. Participants at the meeting shall be familiar with Project and authorized to  
13                         conclude matters relating to the Work.
  - 14                 3.     Agenda: Discuss items of significance that could affect or delay Project closeout,  
15                         including the following:
    - 16                             a.     Preparation of record documents.
    - 17                             b.     Procedures required prior to inspection for Substantial Completion and for final  
18                             inspection for acceptance.
    - 19                             c.     Submittal of written warranties.
    - 20                             d.     Requirements for completing sustainable design documentation.
    - 21                             e.     Requirements for preparing operations and maintenance data.
    - 22                             f.     Requirements for delivery of material samples, attic stock, and spare parts.
    - 23                             g.     Requirements for demonstration and training.
    - 24                             h.     Preparation of Contractor's punch list.
    - 25                             i.     Procedures for processing Applications for Payment at Substantial Completion and  
26                             for final payment.
    - 27                             j.     Submittal procedures.
    - 28                             k.     Owner's partial occupancy requirements.
    - 29                             l.     Installation of Owner's furniture, fixtures, and equipment.
    - 30                             m.     Responsibility for removing temporary facilities and controls.
  
- 31             4.     Minutes: Entity conducting meeting will record and distribute meeting minutes.
  
- 32     E.     Progress Meetings: Construction Manager will conduct progress meetings at weekly intervals.
  - 33                 1.     Coordinate dates of meetings with preparation of payment requests.
  - 34                 2.     Attendees: In addition to representatives of Owner, Construction Manager, and  
35                         Architect, each contractor, subcontractor, supplier, and other entity concerned with  
36                         current progress or involved in planning, coordination, or performance of future activities  
37                         shall be represented at these meetings. All participants at the meeting shall be familiar  
38                         with Project and authorized to conclude matters relating to the Work.
  - 39                 3.     Agenda: Review and correct or approve minutes of previous progress meeting. Review  
40                         other items of significance that could affect progress. Include topics for discussion as  
41                         appropriate to status of Project.
    - 42                             a.     Contractor's Construction Schedule: Review both the short term and long term  
43                             schedules. Review progress since the last meeting. Determine whether each  
44                             activity is on time, ahead of schedule, or behind schedule, in relation to

- 1 Contractor's construction schedule. Determine how construction behind schedule  
2 will be expedited; secure commitments from parties involved to do so. Discuss  
3 whether schedule revisions are required to ensure that current and subsequent  
4 activities will be completed within the Contract Time.
- 5 1) Review schedule for next period.
- 6 b. Review present and future needs of each entity present, including the following:
- 7 1) Interface requirements.  
8 2) Sequence of operations.  
9 3) Status of submittals.  
10 4) Status of sustainable design documentation.  
11 5) Deliveries.  
12 6) Off-site fabrication.  
13 7) Access.  
14 8) Site utilization.  
15 9) Temporary facilities and controls.  
16 10) Progress cleaning.  
17 11) Quality and work standards.  
18 12) Status of correction of deficient items.  
19 13) Field observations.  
20 14) Status of RFIs.  
21 15) Status of proposal requests.  
22 16) Pending changes.  
23 17) Status of Change Orders.  
24 18) Pending claims and disputes.  
25 19) Documentation of information for payment requests.
- 26 4. Minutes: Entity responsible for conducting the meeting will record and distribute the  
27 meeting minutes to each party present and to parties requiring information.
- 28 a. Schedule Updating: Revise Contractor's construction schedule after each progress  
29 meeting where revisions to the schedule have been made or recognized. Issue  
30 revised schedule concurrently with the report of each meeting.

31 PART 2 - PRODUCTS (Not Used)

32 PART 3 - EXECUTION (Not Used)

33 3.1 GENERAL COORDINATION PROVISIONS

34 A. General:

- 35 1. The Contractor is responsible for the coordination of the work of all trades and shall  
36 check specifications, addenda, and drawings covering all trades as the work progresses.  
37 He/she shall promptly report to the Architect what he/she considers omissions, conflicts  
38 or points requiring clarification.

- 1           2. Contractor shall prepare and distribute to each entity performing work at project site, a  
2           written memorandum of instructions on required coordination activities, including  
3           required notices, reports and attendance at meetings.  
4           3. All Contractors, (Prime Contractor and Subcontractors), shall diligently comply with the  
5           following requirements:
- 6           a. Cooperate in planning and layout of the work well in advance of operations.  
7           b. Inform other contractors of requirements at proper time to prevent delay or  
8           revisions.  
9           c. Be informed on the requirements of other contractors and check own work for  
10          conflicts with the work of other contracts.  
11          d. Ensure delivery of materials and performance of work on coordinated schedule  
12          with other contracts.  
13          e. The Contractor shall be represented on the job site by his/her superintendent at all  
14          times when there is construction going on, including the work of his/her  
15          subcontractors, as well as his/her own.

16          B. Coordination of Reports/Activities: Coordinate both the procedural timing and the listing  
17          (naming and sequencing) of reports/activities required by provisions of this Section and other  
18          sections, to afford consistency and logical coordination between submitted reports or lists.  
19          Maintain coordination and correlation between separate reports by updating at month day or  
20          shorter time intervals. Make appropriate distribution of each report and updated report to  
21          entities involved in the work including Architect and Owner. In particular, provide close  
22          coordination of progress schedule, schedule of values listing of subcontracts, schedule of  
23          submittals, progress reports, and payment requests (see Division 01 Sections “Payment  
24          Procedures” and “Construction Progress Documentation”).

25          C. Coordination Drawings: Where work by separate entities requires off-site fabrication of  
26          products and materials which must accurately interface and closely intermesh to produce  
27          required results, prepare coordination drawings to indicate how the work shown by separate  
28          shop drawings will be interfaced, intermeshed and sequenced for installation. Comply with  
29          submittal requirements of Division 01 Section “Submittal Procedures.”

30          D. Inspection of Conditions: Require the Installer of each major component to inspect both the  
31          substrate and conditions under which Work is to be performed. Do not proceed until  
32          unsatisfactory conditions have been corrected in an acceptable manner.

33          E. Coordinate temporary enclosures with required inspections and tests to minimize the necessity  
34          of uncovering completed construction for that purpose.  
35

36  
37          3.2 OTHER COORDINATION  
38

39          A. General:

- 40           1. Contractor shall give the Owner forty-eight (48) hours advance written notice of his/her  
41           intention to work overtime, nights, Sundays or holidays, or anytime outside the usual  
42           working hours. In no case shall the Contractor do any such work without first notifying  
43           the Owner to permit arrangements for proper inspection.  
44           2. Contractor shall reimburse the additional cost to the Owner for inspection work on  
45           Sundays, recognized holidays, or hours beyond the normal work hours as list in Division

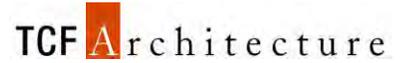
1                   01 Section “Summary.” Such reimbursement shall include all additional costs to the  
2                   Owner.  
3

4    ATTACHMENTS FOLLOWING: TCF Architecture Sample Forms.

5                   Request for Information  
6

7    END OF SECTION 013100

REQUEST FOR INFORMATION



PROJECT NAME: Jefferson Transit Authority

Architect's Project # 2013-006

FROM: (Contractor firm name) (Address) (City/State/Zip) (Phone number) (Fax number) (Email address)

TO: Mr./Ms. TCF Architecture PLLC 902 North 2nd Street Tacoma, WA. 98403 Phone: 253-572-3993 Fax: 253-572-1445 Email:

RFI # Submission Date: Requested Return Date: Cost Impact (yes/no) Schedule Impact (yes/no)

DOCUMENTS REFERENCE:

Drawing and/or Detail Sheet Number(s):

Specification Section, Article & Paragraph:

RFI SUBJECT: QUESTION:

QUESTION BY: FIRM NAME:

RESPONSE:

ANSWER BY: Answer Date: FIRM NAME:



1 SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

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

6 1.2 SUMMARY

- 7 A. Section includes administrative and procedural requirements for documenting the progress of  
8 construction during performance of the Work, including the following:

- 9 1. Startup construction schedule.  
10 2. Contractor's construction schedule.  
11 3. Construction schedule updating reports.  
12 4. Daily construction reports.  
13 5. Material location reports.  
14 6. Site condition reports.  
15 7. Special reports.

- 16 B. Related Requirements:

- 17 1. Division 01 Section "Submittal Procedures" for submitting schedules and reports.  
18 2. Division 01 Section "Quality Requirements" for submitting a schedule of tests and  
19 inspections.

20 1.3 DEFINITIONS

- 21 A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring,  
22 and controlling the construction project. Activities included in a construction schedule consume  
23 time and resources.

- 24 1. Critical Activity: An activity on the critical path that must start and finish on the planned  
25 early start and finish times.  
26 2. Predecessor Activity: An activity that precedes another activity in the network.  
27 3. Successor Activity: An activity that follows another activity in the network.

- 28 B. Cost Loading: The allocation of the schedule of values for the completion of an activity as  
29 scheduled. The sum of costs for all activities must equal the total Contract Sum unless  
30 otherwise approved by Architect.

- 31 C. CPM: Critical path method, which is a method of planning and scheduling a construction  
32 project where activities are arranged based on activity relationships. Network calculations  
33 determine when activities can be performed and the critical path of Project.

- 1 D. Critical Path: The longest connected chain of interdependent activities through the network  
2 schedule that establishes the minimum overall Project duration and contains no float.
- 3 E. Event: The starting or ending point of an activity.
- 4 F. Float: The measure of leeway in starting and completing an activity.
- 5 1. Float time ownership shall be as defined in the General Conditions.  
6 2. Free float is the amount of time an activity can be delayed without adversely affecting the  
7 early start of the successor activity.  
8 3. Total float is the measure of leeway in starting or completing an activity without  
9 adversely affecting the planned Project completion date.
- 10 G. Resource Loading: The allocation of manpower and equipment necessary for the completion of  
11 an activity as scheduled.
- 12 1.4 INFORMATIONAL SUBMITTALS
- 13 A. Format for Submittals: For submittals required under this Section, submit required submittals in  
14 the following format:
- 15 1. Working electronic copy of schedule file, where indicated.  
16 2. PDF electronic file.  
17 3. Four paper copies.
- 18 B. Startup construction schedule.
- 19 1. Approval of cost-loaded, startup construction schedule will not constitute approval of  
20 schedule of values for cost-loaded activities.
- 21 C. Startup Network Diagram: Of size required to display entire network for entire construction  
22 period. Show logic ties for activities.
- 23 D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule  
24 for entire construction period.
- 25 1. Submit a working electronic copy of schedule, using software indicated, and labeled to  
26 comply with requirements for submittals. Include type of schedule (initial or updated)  
27 and date on label.
- 28 E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format  
29 for each activity in reports shall contain activity number, activity description, cost and resource  
30 loading, original duration, remaining duration, early start date, early finish date, late start date,  
31 late finish date, and total float in calendar days.
- 32 1. Activity Report: List of all activities sorted by activity number and then early start date,  
33 or actual start date if known.  
34 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in  
35 ascending order by activity number and then early start date, or actual start date if known.  
36 3. Total Float Report: List of all activities sorted in ascending order of total float.

- 1           4.    Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed  
2                    until most recent Application for Payment.
- 3           F.    Construction Schedule Updating Reports: Submit with Applications for Payment.
- 4           G.    Daily Construction Reports: Submit at weekly intervals.
- 5           H.    Material Location Reports: Submit at weekly intervals.
- 6           I.    Site Condition Reports: Submit at time of discovery of differing conditions.
- 7           J.    Special Reports: Submit at time of unusual event.
- 8           K.    Qualification Data: For scheduling consultant.
- 9    1.5    QUALITY ASSURANCE
- 10          A.    Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and  
11                    reporting, with capability of producing CPM reports and diagrams within 24 hours of  
12                    Architect's request.
- 13          B.    Prescheduling Conference: Conduct conference at Project site to comply with requirements in  
14                    Division 01 Section "Project Management and Coordination." Review methods and procedures  
15                    related to the preliminary construction schedule and Contractor's construction schedule,  
16                    including, but not limited to, the following:
- 17                  1.    Review software limitations and content and format for reports.
- 18                  2.    Verify availability of qualified personnel needed to develop and update schedule.
- 19                  3.    Discuss constraints, including work stages and partial Owner occupancy.
- 20                  4.    Review delivery dates for Owner-furnished products.
- 21                  5.    Review schedule for work of Owner's separate contracts.
- 22                  6.    Review submittal requirements and procedures.
- 23                  7.    Review time required for review of submittals and resubmittals.
- 24                  8.    Review requirements for tests and inspections by independent testing and inspecting  
25                          agencies.
- 26                  9.    Review time required for Project closeout and Owner startup procedures, including  
27                          commissioning activities.
- 28                  10.   Review and finalize list of construction activities to be included in schedule.
- 29                  11.   Review procedures for updating schedule.
- 30    1.6    COORDINATION
- 31          A.    Coordinate preparation and processing of schedules and reports with performance of  
32                    construction activities and with scheduling and reporting of separate contractors.
- 33          B.    Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts,  
34                    submittal schedule, progress reports, payment requests, and other required schedules and  
35                    reports.

- 1 1. Secure time commitments for performing critical elements of the Work from entities  
2 involved.
- 3 2. Coordinate each construction activity in the network with other activities and schedule  
4 them in proper sequence.

## 5 PART 2 - PRODUCTS

### 6 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- 7 A. General: Comply with the requirements of the General Conditions, article 3.10, and the  
8 requirements of the Special or Supplemental Conditions, if any.
- 9 B. Time Frame: Extend schedule from date established for Notice to Proceed to date of  
10 Substantial Completion and final completion.
  - 11 1. Contract completion date shall not be changed by submission of a schedule that shows an  
12 early completion date, unless specifically authorized by Change Order.
- 13 C. Activities: Treat each story or separate area as a separate numbered activity for each main  
14 element of the Work. Comply with the following:
  - 15 1. Activity Duration: Define activities so no activity is longer than twenty (20) days, unless  
16 specifically allowed by Architect.
  - 17 2. Procurement Activities: Include procurement process activities for the following long  
18 lead items and major items, requiring a cycle of more than 60 days, as separate activities  
19 in schedule. Procurement cycle activities include, but are not limited to, submittals,  
20 approvals, purchasing, fabrication, and delivery.
    - 21 a. Pre-Engineered Metal Building System
    - 22 b. Fueling System (Tanks, Dispensers)
  - 23 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01  
24 Section "Submittal Procedures" in schedule. Coordinate submittal review times in  
25 Contractor's construction schedule with submittal schedule.
  - 26 4. Startup and Testing Time: Include no fewer than fifteen (15) days for startup and testing.
  - 27 5. Substantial Completion: Indicate completion in advance of date established for  
28 Substantial Completion, and allow time for Architect's and Construction Manager's  
29 administrative procedures necessary for certification of Substantial Completion.
  - 30 6. Punch List and Final Completion: Include not more than sixty (60) days for completion  
31 of punch list items and final completion.
- 32 D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and  
33 as follows in schedule, and show how the sequence of the Work is affected.
  - 34 1. Phasing: Arrange list of activities on schedule by phase.
  - 35 2. Work under More Than One Contract: Include a separate activity for each contract.
  - 36 3. Work by Owner: Include a separate activity for each portion of the Work performed by  
37 Owner.

- 1           4.    Products Ordered in Advance: Include a separate activity for each product. Include  
2           delivery date indicated in Division 01 Section "Summary." Delivery dates indicated  
3           stipulate the earliest possible delivery date.
- 4           5.    Owner-Furnished Products: Include a separate activity for each product. Include  
5           delivery date indicated in Division 01 Section "Summary." Delivery dates indicated  
6           stipulate the earliest possible delivery date.
- 7           6.    Work Restrictions: Show the effect of the following items, if applicable, on the schedule:
  - 8           a.    Coordination with existing construction.
  - 9           b.    Uninterruptible services.
  - 10          c.    Partial occupancy before Substantial Completion.
  - 11          d.    Use of premises restrictions.
  - 12          e.    Provisions for future construction.
  - 13          f.    Seasonal variations.
  - 14          g.    Environmental control.
- 15          7.    Work Stages: Indicate important stages of construction for each major portion of the  
16          Work, including, but not limited to, the following:
  - 17          a.    Subcontract awards.
  - 18          b.    Submittals.
  - 19          c.    Purchases.
  - 20          d.    Mockups.
  - 21          e.    Fabrication.
  - 22          f.    Sample testing.
  - 23          g.    Deliveries.
  - 24          h.    Installation.
  - 25          i.    Tests and inspections.
  - 26          j.    Adjusting.
  - 27          k.    Curing.
  - 28          l.    Building flush-out.
  - 29          m.    Startup and placement into final use and operation.
- 30          8.    Construction Areas: Identify each major area of construction for each major portion of  
31          the Work. Indicate where each construction activity within a major area must be  
32          sequenced or integrated with other construction activities to provide for the following:
  - 33          a.    Structural completion.
  - 34          b.    Temporary enclosure and space conditioning.
  - 35          c.    Permanent space enclosure.
  - 36          d.    Completion of mechanical installation.
  - 37          e.    Completion of electrical installation.
  - 38          f.    Substantial Completion.
- 39          9.    Other Constraints:
  - 40          a.    Completion of extended municipal water system
  - 41
  - 42

- 1 E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but  
2 not limited to, the Notice to Proceed, Substantial Completion, and final completion, plus other  
3 major milestones if indicated.
- 4 1. Temporary enclosure and space conditioning.
- 5 2. Completion of extended municipal water system ready for connection at Project site.
- 6 F. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs.  
7 On the line, show planned and actual dollar volume of the Work performed as of planned and  
8 actual dates used for preparation of payment requests.
- 9 1. See Division 01 Section "Payment Procedures" for cost reporting and payment  
10 procedures.
- 11 G. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or  
12 commence prior to submittal of next schedule update. Summarize the following issues:
- 13 1. Unresolved issues.
- 14 2. Unanswered Requests for Information.
- 15 3. Rejected or unreturned submittals.
- 16 4. Notations on returned submittals.
- 17 5. Pending modifications affecting the Work and Contract Time.
- 18 H. Recovery Schedule: When periodic update indicates the Work is fourteen (14) or more calendar  
19 days behind the current approved schedule, submit a separate recovery schedule indicating  
20 means by which Contractor intends to regain compliance with the schedule. Indicate changes to  
21 working hours, working days, crew sizes, and equipment required to achieve compliance, and  
22 date by which recovery will be accomplished.
- 23 I. Computer Scheduling Software: Prepare schedules using current version of a program that has  
24 been developed specifically to manage construction schedules.
- 25 1. Use Microsoft Project, Primavera, or other approved operating system as agreed with the  
26 Owner to prepare Construction Schedule.
- 27 2.2 STARTUP CONSTRUCTION SCHEDULE
- 28 A. Bar-Chart Schedule: Submit startup, horizontal, bar-chart-type construction schedule within  
29 seven (7) calendar days following the date established for the Notice of Contract Award.
- 30 B. Preparation: Indicate each significant construction activity separately. Identify first workday of  
31 each week with a continuous vertical line. Outline significant construction activities for first  
32 ninety (90) calendar days of construction. Include skeleton diagram for the remainder of the  
33 Work and a cash requirement prediction based on indicated activities.
- 34 2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)
- 35 A. General: Prepare network diagrams using AON (activity-on-node) format.

- 1 B. Startup Network Diagram: Submit diagram within fourteen (14) calendar days following the  
2 date established for the Notice to Proceed. Outline significant construction activities for the  
3 first ninety (90) calendar days of construction. Include skeleton diagram for the remainder of  
4 the Work and a cash requirement prediction based on indicated activities.
- 5 C. CPM Schedule: Prepare Contractor's construction schedule using a cost-and resource-loaded,  
6 time-scaled CPM network analysis diagram for the Work.
- 7 1. Develop network diagram in sufficient time to submit CPM schedule so it can be  
8 accepted for use no later than sixty (60) calendar days after date established for the  
9 Notice to Proceed.
- 10 a. Failure to include any work item required for performance of this Contract shall  
11 not excuse Contractor from completing all work within applicable completion  
12 dates, regardless of Architect's approval of the schedule.
- 13 2. Conduct educational workshops to train and inform key Project personnel, including  
14 subcontractors' personnel, in proper methods of providing data and using CPM schedule  
15 information.
- 16 3. Establish procedures for monitoring and updating CPM schedule and for reporting  
17 progress. Coordinate procedures with progress meeting and payment request dates.
- 18 4. Use "one workday" as the unit of time for individual activities. Indicate nonworking  
19 days and holidays incorporated into the schedule in order to coordinate with the Contract  
20 Time.
- 21 D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work.  
22 Using the startup network diagram, prepare a skeleton network to identify probable critical  
23 paths.
- 24 1. Multiple Buildings: Account for independent schedules for each building being  
25 constructed for the Project under an independent permit number.
- 26 2. Activities: Indicate the estimated time duration, sequence requirements, and relationship  
27 of each activity in relation to other activities. Include estimated time frames for the  
28 following activities:
- 29 a. Preparation and processing of submittals.  
30 b. Mobilization and demobilization.  
31 c. Purchase of materials.  
32 d. Delivery.  
33 e. Fabrication.  
34 f. Utility interruptions.  
35 g. Installation.  
36 h. Work by Owner that may affect or be affected by Contractor's activities.  
37 i. Testing and commissioning.  
38 j. Punch list and final completion.  
39 k. Activities occurring following final completion.
- 40 3. Critical Path Activities: Identify critical path activities, including those for interim  
41 completion dates. Scheduled start and completion dates shall be consistent with Contract  
42 milestone dates.

- 1           4.     Processing: Process data to produce output data on a computer-drawn, time-scaled  
2           network. Revise data, reorganize activity sequences, and reproduce as often as necessary  
3           to produce the CPM schedule within the limitations of the Contract Time.
- 4           5.     Format: Mark the critical path. Locate the critical path near center of network; locate  
5           paths with most float near the edges.
- 6           a.     Sub-networks on separate sheets are permissible for activities clearly off the  
7           critical path.
- 8           6.     Cost- and Resource-Loading of CPM Schedule: Assign cost to construction activities on  
9           the CPM schedule. Do not assign costs to submittal activities. Obtain Architect's  
10          approval prior to assigning costs to fabrication and delivery activities. Assign costs under  
11          main subcontracts for testing and commissioning activities, operation and maintenance  
12          manuals, punch list activities, Project record documents, and demonstration and training  
13          (if applicable), in the amount of five percent (5%) of the Contract Sum.
- 14          a.     Each activity cost shall reflect an appropriate value subject to approval by  
15          Architect.
- 16          b.     Total cost assigned to activities shall equal the total Contract Sum.
- 17     E.     Contract Modifications: For each proposed contract modification and concurrent with its  
18          submission, prepare a time-impact analysis using a network fragment to demonstrate the effect  
19          of the proposed change on the overall project schedule.
- 20     F.     Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating  
21          straight "early start-total float." Identify critical activities. Prepare tabulated reports showing  
22          the following:
  - 23           1.     Contractor or subcontractor and the Work or activity.
  - 24           2.     Description of activity.
  - 25           3.     Main events of activity.
  - 26           4.     Immediate preceding and succeeding activities.
  - 27           5.     Early and late start dates.
  - 28           6.     Early and late finish dates.
  - 29           7.     Activity duration in workdays.
  - 30           8.     Total float or slack time.
  - 31           9.     Average size of workforce.
  - 32           10.    Dollar value of activity (coordinated with the schedule of values).
- 33     G.     Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports  
34          showing the following:
  - 35           1.     Identification of activities that have changed.
  - 36           2.     Changes in early and late start dates.
  - 37           3.     Changes in early and late finish dates.
  - 38           4.     Changes in activity durations in workdays.
  - 39           5.     Changes in the critical path.
  - 40           6.     Changes in total float or slack time.
  - 41           7.     Changes in the Contract Time.
  - 42

- 1 H. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
- 2 1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar  
3 value.
- 4 2. In second list, tabulate activity number, late finish date, dollar value, and cumulative  
5 dollar value.
- 6 3. In subsequent issues of both lists, substitute actual finish dates for activities completed as  
7 of list date.
- 8 4. Prepare list for ease of comparison with payment requests; coordinate timing with  
9 progress meetings.
- 10 a. In both value summary lists, tabulate "actual percent complete" and "cumulative  
11 value completed" with total at bottom.
- 12 b. Submit value summary printouts one week before each regularly scheduled  
13 progress meeting.

14 2.4 REPORTS

- 15 A. Daily Construction Reports: Prepare a daily construction report recording the following  
16 information concerning events at Project site:
- 17 1. List of subcontractors at Project site.
- 18 2. List of separate contractors at Project site.
- 19 3. Approximate count of personnel at Project site.
- 20 4. Equipment at Project site.
- 21 5. Material deliveries.
- 22 6. High and low temperatures and general weather conditions, including presence of rain or  
23 snow.
- 24 7. Accidents.
- 25 8. Meetings and significant decisions.
- 26 9. Unusual events (see special reports).
- 27 10. Stoppages, delays, shortages, and losses.
- 28 11. Meter readings and similar recordings.
- 29 12. Emergency procedures.
- 30 13. Orders and requests of authorities having jurisdiction.
- 31 14. Change Orders received and implemented.
- 32 15. Construction Change Directives received and implemented.
- 33 16. Services connected and disconnected.
- 34 17. Equipment or system tests and startups.
- 35 18. Partial completions and occupancies.
- 36 19. Substantial Completions authorized.
- 37 B. Material Location Reports: At weekly intervals, prepare and submit a comprehensive list of  
38 materials delivered to and stored at Project site. List shall be cumulative, showing materials  
39 previously reported plus items recently delivered. Include with list a statement of progress on  
40 and delivery dates for materials or items of equipment fabricated or stored away from Project  
41 site. Indicate the following categories for stored materials:
- 42 1. Material stored prior to previous report and remaining in storage.
- 43 2. Material stored prior to previous report and since removed from storage and installed.

- 1           3.     Material stored following previous report and remaining in storage.
- 2        C.     Site Condition Reports: Immediately on discovery of a difference between site conditions and  
3        the Contract Documents, prepare and submit a detailed report. Submit with a Request for  
4        Information. Include a detailed description of the differing conditions, together with  
5        recommendations for changing the Contract Documents.
- 6    2.5     SPECIAL REPORTS
- 7        A.     General: Submit special reports directly to Architect and Construction Manager within one day  
8        of an occurrence. Distribute copies of report to parties affected by the occurrence.
- 9        B.     Reporting Unusual Events: When an event of an unusual and significant nature occurs at  
10       Project site, whether or not related directly to the Work, prepare and submit a special report.  
11       List chain of events, persons participating, response by Contractor's personnel, evaluation of  
12       results or effects, and similar pertinent information. Advise Owner in advance when these  
13       events are known or predictable.
- 14   PART 3 - EXECUTION
- 15   3.1     CONTRACTOR'S CONSTRUCTION SCHEDULE
- 16       A.     Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting  
17       using CPM scheduling.
- 18           1.     In-House Option: Owner may waive the requirement to retain a consultant if Contractor  
19           employs skilled personnel with experience in CPM scheduling and reporting techniques.  
20           Submit qualifications.
- 21           2.     Meetings: Scheduling consultant shall attend all meetings related to Project progress,  
22           alleged delays, and time impact.
- 23        B.     Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect  
24        actual construction progress and activities. Issue schedule one week before each regularly  
25        scheduled progress meeting.
- 26           1.     Revise schedule immediately after each meeting or other activity where revisions have  
27           been recognized or made. Issue updated schedule concurrently with the report of each  
28           such meeting.
- 29           2.     Include a report with updated schedule that indicates every change, including, but not  
30           limited to, changes in logic, durations, actual starts and finishes, and activity durations.
- 31           3.     As the Work progresses, indicate final completion percentage for each activity.
- 32        C.     Distribution: Distribute copies of approved schedule to Architect, Construction Manager,  
33        separate contractors, testing and inspecting agencies, and other parties identified by Contractor  
34        with a need-to-know schedule responsibility.
- 35           1.     Post copies in Project meeting rooms and temporary field offices.

- 1
  - 2
  - 3
  - 4
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.
- END OF SECTION 013200



1 SECTION 013300 - SUBMITTAL PROCEDURES

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

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

6 1.2 SUMMARY

- 7 A. Section includes requirements for the submittal schedule and administrative and procedural  
8 requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

9 B. Related Requirements:

- 10 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and  
11 the schedule of values.  
12 2. Division 01 Section "Construction Progress Documentation" for submitting schedules  
13 and reports, including Contractor's construction schedule.  
14 3. Division 01 Section "Operation and Maintenance Data" for submitting operation and  
15 maintenance manuals.  
16 4. Division 01 Section "Project Record Documents" for submitting record Drawings, record  
17 Specifications, and record Product Data.  
18 5. Division 01 Section "Demonstration and Training" for submitting video recordings of  
19 demonstration of equipment and training of Owner's personnel.

20 1.3 DEFINITIONS

- 21 A. Action Submittals: Written and graphic information and physical samples that require  
22 Architect's responsive action. Action submittals are those submittals indicated in individual  
23 Specification Sections as "action submittals."

- 24 B. Informational Submittals: Written and graphic information and physical samples that do not  
25 require Architect's responsive action. Submittals may be rejected for not complying with  
26 requirements. Informational submittals are those submittals indicated in individual  
27 Specification Sections as "informational submittals."

- 28 C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and  
29 from another computer over a network and that serves as the basis for standard Internet  
30 protocols. An FTP site is a portion of a network located outside of network firewalls within  
31 which internal and external users are able to access files.

- 32 D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems  
33 used for representing documents in a device-independent and display resolution-independent  
34 fixed-layout document format.

1 1.4 ACTION SUBMITTALS

2 A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates  
3 required by construction schedule. Include time required for review, ordering, manufacturing,  
4 fabrication, and delivery when establishing dates. Include additional time required for making  
5 corrections or revisions to submittals noted by Architect and additional time for handling and  
6 reviewing submittals required by those corrections.

7 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and  
8 Contractor's construction schedule.

9 2. Initial Submittal: Submit concurrently with startup construction schedule. Include  
10 submittals required during the first sixty (60) calendar days of construction. List those  
11 submittals required to maintain orderly progress of the Work and those required early  
12 because of long lead time for manufacture or fabrication.

13 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's  
14 construction schedule.

15 a. Submit revised submittal schedule to reflect changes in current status and timing  
16 for submittals.

17 4. Format: Arrange the following information in a tabular format:

18 a. Scheduled date for first submittal.

19 b. Specification Section number and title.

20 c. Submittal category: Action; informational.

21 d. Name of subcontractor.

22 e. Description of the Work covered.

23 f. Scheduled date for Architect's final release or approval.

24 g. Scheduled date of fabrication.

25 h. Scheduled dates for purchasing.

26 i. Scheduled dates for installation.

27 j. Activity or event number.

28 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

29 A. Architect's Digital Data Files: Electronic digital data files of portions of the Contract Drawings  
30 may be provided by Architect for Contractor's use in preparing submittals, as provided herein.

31 1. Architect will furnish Contractor one set of limited digital data drawing files of the  
32 Contract Drawings for use in preparing Shop Drawings. Not all Contract Drawings will  
33 be available, and will be limited to those drawings as determined by the Architect and his  
34 consultants.

35 a. One set of electronic copies will be provided by Architect for Contractor's use in  
36 preparing submittals at no charge upon completion of proper release and  
37 indemnification paperwork by the Contractor. The Contractor will then be  
38 responsible for distribution to their subcontractors. If additional or subsequent  
39 copies are requested by the Contractor, the Architect will provide such copies,  
40 upon payment to the Architect or their Consultants at \$125.00 per hour, for all time  
41 required to prepare and transmit files. Subcontractors and suppliers are not to

- 1 contact the Architect directly to request Contract Drawing files. Architect's fees  
2 for such services will be invoiced separately and directly to the Contractor and will  
3 not be part of the Contract.
- 4 b. Architect makes no representations as to the accuracy or completeness of digital  
5 data drawing files as they relate to the Contract Drawings.
- 6 c. Digital Drawing Software Program: While the Contract Drawings were created  
7 using BIM (Revit) software, the BIM model will NOT be made available. Two  
8 dimensional AutoCadd-based files may be provided.
- 9 d. Contractor shall execute a data licensing agreement in the form of Agreement  
10 included in Project Manual.
- 11 e. The following digital data files will by furnished for each appropriate discipline:
- 12 1) Architectural Floor plans.  
13 2) Architectural Reflected ceiling plans.  
14 3) Mechanical and Electrical Plans  
15 4) Structural Plans  
16 5) Other drawings may be made available on request of the Contractor solely at  
17 the discretion of the Architect and the Architect's consultants.
- 18 B. Coordination: Coordinate preparation and processing of submittals with performance of  
19 construction activities.
- 20 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other  
21 submittals, and related activities that require sequential activity.
- 22 2. Submit all submittal items required for each Specification Section concurrently unless  
23 partial submittals for portions of the Work are indicated on approved submittal schedule.
- 24 3. Submit action submittals and informational submittals required by the same Specification  
25 Section as separate packages under separate transmittals.
- 26 4. Coordinate transmittal of different types of submittals for related parts of the Work so  
27 processing will not be delayed because of need to review submittals concurrently for  
28 coordination.
- 29 a. Architect reserves the right to withhold action on a submittal requiring  
30 coordination with other submittals until related submittals are received.
- 31 b. An example of related submittals are submittals requiring color selections. The  
32 Architect may not approve any submittals requiring color selections until all  
33 submittals requiring color selections, along with the required samples, are provided  
34 so that the Architect can make comprehensive and coordinated selections, even  
35 when a Color Schedule is provided on the drawings.
- 36 C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows.  
37 Time for review shall commence on Architect's receipt of submittal at their office during normal  
38 working hours Monday through Friday (excluding holidays). No extension of the Contract  
39 Time will be authorized because of failure to transmit submittals enough in advance of the  
40 Work to permit processing, including resubmittals, or as a result of incomplete or rejected  
41 submittals.
- 42 1. Initial Review: Allow twenty-one (21) calendar days for initial review of each submittal.  
43 Allow additional time if coordination with subsequent submittals is required. Architect  
44 will advise Contractor when a submittal being processed must be delayed for  
45 coordination.

- 1           2.     Concurrent Review: Where concurrent review of submittals by Architect's consultants,  
2           Owner, or other parties is required, allow twenty-eight (28) calendar days for initial  
3           review of each submittal. This will generally include all submittals for all Sections  
4           except Divisions 3 through 14, plus door hardware, specialty equipment, and possibly  
5           other items.
- 6           3.     Interrelated Submittals: Where one submittal cannot be fully reviewed without receipt of  
7           another submittal, the time frame for review will not begin until as such interrelated  
8           submittals are received.
- 9           4.     Direct Transmittal to Consultant: Where the Contract Documents indicate that submittals  
10          may be transmitted directly to Architect's consultants, provide duplicate copy of  
11          transmittal and submittal directly to Architect. Submittal will be returned to Architect  
12          before being returned to Contractor. The Contractor shall confirm in advance those  
13          submittals that they propose to handle in this manner.
- 14          5.     Intermediate Review: If intermediate submittal is necessary, process it in same manner  
15          as initial submittal.
- 16          6.     Multiple Submittals from Contractor: Where the Contractor submits multiple submittals  
17          at the same time, they shall prioritize the return of the submittals, and allow additional  
18          time for review as is reasonable depending on the number of submittals already in  
19          process and in the new batch of submittals.
- 20          7.     Incomplete, Inadequate and Rejected Submittals: If a submittal is in any way incomplete  
21          or inadequate and the Architect requests additional information, requires a resubmittal, or  
22          rejects the submittal, the above stated time frames for review will start over once the  
23          complete and adequate submittal is received at the Architects office.
- 24          8.     Sequential Review: Where sequential review of submittals by Architect's consultants,  
25          Owner, or other parties is indicated, allow an additional seven (7) calendar days per party  
26          for initial review of each submittal. An example of a sequential review is the fire  
27          sprinkler submittals.
- 28          9.     Resubmittal Review: Allow same time frames as above for processing each resubmittal.
  
- 29     D.     Paper Submittals: Place a permanent label or title block on each submittal item for  
30     identification.
  
- 31           1.     Indicate name of firm or entity that prepared each submittal on label or title block.
- 32           2.     Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title  
33           block to record Contractor's review and approval markings and action taken by Architect.
- 34           3.     Include the following information for processing and recording action taken:
  - 35               a.     Project name.
  - 36               b.     Date.
  - 37               c.     Name of Architect.
  - 38               d.     Name of Construction Manager.
  - 39               e.     Name of Contractor.
  - 40               f.     Name of subcontractor.
  - 41               g.     Name of supplier.
  - 42               h.     Name of manufacturer.
  - 43               i.     Submittal number or other unique identifier, including revision identifier.
  
- 44               1)     Submittal number shall use Specification Section number followed by a  
45               decimal point and then a sequential number (e.g., 061000.01). Resubmittals  
46               shall include an alphabetic suffix after another decimal point (e.g.,  
47               061000.01.A).

- 1 j. Number and title of appropriate Specification Section.
- 2 k. Drawing number and detail references, as appropriate.
- 3 l. Location(s) where product is to be installed, as appropriate.
- 4 m. Other necessary identification.
  
- 5 4. Additional Paper Copies: Unless additional copies are required for final submittal, and  
6 unless Architect observes noncompliance with provisions in the Contract Documents,  
7 initial submittal may serve as final submittal.
  
- 8 5. Commissioning:
  - 9 a. Provide the Commissioning Agent with one additional copy of equipment and  
10 systems submittals for the systems to be commissioned as listed in Division 01  
11 Section “Commissioning General Requirements.”
  - 12 b. In addition to the product data submittal, include the manufacturer’s recommended  
13 installation and start-up procedures with associated checklist or form for each  
14 unique piece of equipment to be provided.
  - 15 c. Include the installation and startup information under a separate tab titled  
16 “Installation/Startup”.
  
- 17 6. Transmittal for Paper Submittals: Assemble each submittal individually and  
18 appropriately for transmittal and handling. Transmit each submittal using a transmittal  
19 form. Architect will return without review submittals received from sources other than  
20 Contractor.
  - 21 a. Transmittal Form for Paper Submittals: Provide locations on form for the  
22 following information:
    - 23 1) Project name.
    - 24 2) Date.
    - 25 3) Destination (To:).
    - 26 4) Source (From:).
    - 27 5) Name and address of Architect.
    - 28 6) Name of Construction Manager.
    - 29 7) Name of Contractor.
    - 30 8) Name of firm or entity that prepared submittal.
    - 31 9) Names of subcontractor, manufacturer, and supplier.
    - 32 10) Category and type of submittal.
    - 33 11) Submittal purpose and description.
    - 34 12) Specification Section number and title.
    - 35 13) Specification paragraph number or drawing designation and generic name  
36 for each of multiple items.
    - 37 14) Drawing number and detail references, as appropriate.
    - 38 15) Indication of full or partial submittal.
    - 39 16) Transmittal number, numbered consecutively.
    - 40 17) Submittal and transmittal distribution record.
    - 41 18) Remarks.
    - 42 19) Signature of transmitter.
    - 43

- 1 E. Electronic Submittals: Should the Contractor choose to use an electronic submittal process and  
2 limit the number of paper copies, the design team supports and encourages this approach. The  
3 requirements above for the number of copies shall be modified to one full sized paper copy and  
4 one PDF electronic copy. The paper copy will be retained by the Architect and all returned  
5 submittals will be electronic copies. If the submittals are too large to send electronically, the  
6 quantity required shall be as noted hereinabove for non-electronic submittals. For electronic  
7 submittals, the time for review shall not commence until both the electronic copy and the  
8 hardcopy arrive in the Architect's office on a standard work day that the office is open. Identify  
9 and incorporate information in each electronic submittal file as follows:
- 10 1. Assemble complete submittal package into a single indexed file incorporating submittal  
11 requirements of a single Specification Section and transmittal form with links enabling  
12 navigation to each item.  
13 2. Name file with submittal number or other unique identifier, including revision identifier.
- 14 a. File name shall use project identifier and Specification Section number followed  
15 by a decimal point and then a sequential number (e.g., LNHS-061000.01).  
16 Resubmittals shall include an alphabetic suffix after another decimal point (e.g.,  
17 LNHS-061000.01.A).
- 18 3. Provide means for insertion to permanently record Contractor's review and approval  
19 markings and action taken by Architect.  
20 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner  
21 and Architect, containing the following information:
- 22 a. Project name.  
23 b. Date.  
24 c. Name and address of Architect.  
25 d. Name of Construction Manager.  
26 e. Name of Contractor.  
27 f. Name of firm or entity that prepared submittal.  
28 g. Names of subcontractor, manufacturer, and supplier.  
29 h. Category and type of submittal.  
30 i. Submittal purpose and description.  
31 j. Specification Section number and title.  
32 k. Specification paragraph number or drawing designation and generic name for each  
33 of multiple items.  
34 l. Drawing number and detail references, as appropriate.  
35 m. Location(s) where product is to be installed, as appropriate.  
36 n. Related physical samples submitted directly.  
37 o. Indication of full or partial submittal.  
38 p. Transmittal number, numbered consecutively.  
39 q. Submittal and transmittal distribution record.  
40 r. Other necessary identification.  
41 s. Remarks.
- 42 5. Metadata: Include the following information as keywords in the electronic submittal file  
43 metadata:
- 44 a. Project name.  
45 b. Number and title of appropriate Specification Section.

- 1                   c.     Manufacturer name.  
2                   d.     Product name.
- 3     F.     Options: Identify options requiring selection by Architect.
- 4     G.     Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's  
5             letterhead, record relevant information, requests for data, revisions other than those requested  
6             by Architect on previous submittals, and deviations from requirements in the Contract  
7             Documents, including minor variations and limitations. Include same identification information  
8             as related submittal.
- 9     H.     Resubmittals: Provide resubmittals in same form and number of copies as initial submittal.
- 10            1.     Note date and content of previous submittal.  
11            2.     Note date and content of revision in label or title block and clearly indicate extent of  
12            revision.  
13            3.     Resubmit submittals until they are marked with approval notation from Architect's action  
14            stamp.
- 15     I.     Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers,  
16             fabricators, installers, authorities having jurisdiction, and others as necessary for performance of  
17             construction activities. Show distribution on transmittal forms.
- 18     J.     Use for Construction: Retain complete copies of submittals on Project site. Use only final  
19             action submittals that are marked with approval notation from Architect's action stamp.
- 20     K.     Record Submittals: Retain one full copy of all submittals for submission to the Owner at the  
21             end of the project as a part of required closeout documentation. Do not use this set for  
22             construction purposes. Retain in like new condition.

## 23   PART 2 - PRODUCTS

### 24   2.1     SUBMITTAL PROCEDURES

- 25     A.     General Submittal Procedure Requirements: Prepare and submit submittals required by  
26             individual Specification Sections. Types of submittals are indicated in individual Specification  
27             Sections.
- 28            1.     Post electronic submittals as PDF electronic files directly to Project Web site specifically  
29            established for Project and inform the Architect of submittal availability via email. Also  
30            provide the number of paper copies required herein. Send the Architect an email  
31            notifying him that the submittal has been posted. Include full information in the email  
32            regarding what has been posted.
- 33            a.     Architect will return annotated file. Annotate and retain one copy of file as an  
34            electronic Project record document file.
- 35            2.     Action Submittals: Submit the number of paper copies that the Contractor wishes to  
36            receive back, plus four copies to be retained by the Architect (Owner, Construction

- 1                   Manager and the Architect’s consultants) of each submittal unless otherwise indicated.  
2                   Architect will return all but four copies.
- 3           3.    Informational Submittals: Submit four paper copies of each submittal unless otherwise  
4           indicated. Architect will not return copies.
- 5           4.    Certificates and Certifications Submittals: Provide a statement that includes signature of  
6           entity responsible for preparing certification. Certificates and certifications shall be  
7           signed by an officer or other individual authorized to sign documents on behalf of that  
8           entity.
- 9                   a.    Provide a digital signature with digital certificate on electronically submitted  
10           certificates and certifications where indicated.
- 11                  b.    Provide a notarized statement on original paper copy certificates and certifications  
12           where indicated.
- 13    B.    Product Data: Collect information into a single submittal for each element of construction and  
14           type of product or equipment.
- 15           1.    If information must be specially prepared for submittal because standard published data  
16           are not suitable for use, submit as Shop Drawings, not as Product Data.
- 17           2.    Mark each copy of each submittal to show which products and options are applicable.
- 18           3.    Include the following information, as applicable:
- 19                   a.    Manufacturer's catalog cuts.
- 20                   b.    Manufacturer's product specifications.
- 21                   c.    Standard color charts.
- 22                   d.    Statement of compliance with specified referenced standards.
- 23                   e.    Testing by recognized testing agency.
- 24                   f.    Application of testing agency labels and seals.
- 25                   g.    Notation of coordination requirements.
- 26                   h.    Availability and delivery time information.
- 27           4.    For equipment, include the following in addition to the above, as applicable:
- 28                   a.    Wiring diagrams showing factory-installed wiring.
- 29                   b.    Printed performance curves.
- 30                   c.    Operational range diagrams.
- 31                   d.    Clearances required to other construction, if not indicated on accompanying Shop  
32           Drawings.
- 33           5.    Submit Product Data before or concurrent with Samples.
- 34           6.    Submit Product Data in the following format:
- 35                   a.    PDF electronic file, plus number of paper copies required herein for Action  
36           Submittals.
- 37                   b.    Same number of paper copies as required herein for Action Submittals. Architect  
38           will return copies as noted herein for Action Submittals.
- 39    C.    Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base  
40           Shop Drawings on reproductions of the Contract Documents or standard printed data, unless  
41           submittal based on Architect's digital data drawing files is otherwise permitted.

- 1 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the  
2 following information, as applicable:
  - 3 a. Identification of products.
  - 4 b. Schedules.
  - 5 c. Compliance with specified standards.
  - 6 d. Notation of coordination requirements.
  - 7 e. Notation of dimensions established by field measurement.
  - 8 f. Relationship and attachment to adjoining construction clearly indicated.
  - 9 g. Seal and signature of professional engineer if specified.
- 10 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop  
11 Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than  
12 original sheet size used for the Contract Drawings.
- 13 3. Submit Shop Drawings in the following format:
  - 14 a. PDF electronic file, plus number of paper copies required herein for Action  
15 Submittals.
  - 16 b. Same number of paper copies as required herein for Action Submittals. Architect  
17 will return copies as noted herein for Action Submittals.
- 18 D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these  
19 characteristics with other elements and for a comparison of these characteristics between  
20 submittal and actual component as delivered and installed.
  - 21 1. Transmit Samples that contain multiple, related components such as accessories together  
22 in one submittal package.
  - 23 2. Identification: Attach label on unexposed side of Samples that includes the following:
    - 24 a. Generic description of Sample.
    - 25 b. Product name and name of manufacturer.
    - 26 c. Sample source.
    - 27 d. Number and title of applicable Specification Section.
    - 28 e. Specification paragraph number and generic name of each item.
  - 29 3. For projects where electronic submittals are required or are allowed, provide  
30 corresponding electronic submittal of Sample transmittal, digital image file illustrating  
31 Sample characteristics, and identification information for record.
  - 32 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-  
33 control comparisons throughout the course of construction activity. Sample sets may be  
34 used to determine final acceptance of construction associated with each set.
    - 35 a. Samples that may be incorporated into the Work are indicated in individual  
36 Specification Sections. Such Samples must be in an undamaged condition at time  
37 of use.
    - 38 b. Samples not incorporated into the Work, or otherwise designated as Owner's  
39 property, are the property of Contractor if returned by the Architect.
    - 40
    - 41

- 1           5.    Samples for Initial Selection: Submit manufacturer's color charts consisting of units or  
2           sections of units showing the full range of colors, textures, and patterns available.
- 3           a.    Number of Samples: Submit two (unless more are required by individual  
4           specification sections) full set(s) of available choices where color, pattern, texture,  
5           or similar characteristics are required to be selected from manufacturer's product  
6           line. Architect will return submittal with options selected.
- 7           6.    Samples for Verification: Submit full-size units or Samples of size indicated, prepared  
8           from same material to be used for the Work, cured and finished in manner specified, and  
9           physically identical with material or product proposed for use, and that show full range of  
10          color and texture variations expected. Samples include, but are not limited to, the  
11          following: partial sections of manufactured or fabricated components; small cuts or  
12          containers of materials; complete units of repetitively used materials; swatches showing  
13          color, texture, and pattern; color range sets; and components used for independent testing  
14          and inspection.
- 15          a.    Number of Samples: Submit four (unless more are required by individual  
16          specification sections) sets of Samples. Architect will retain two Sample sets;  
17          remainder will be returned. Mark up and retain one returned Sample set as a  
18          project record sample. If the Contractor requires additional sets to be returned for  
19          their use, or that of their subcontractors or suppliers, provide additional sets above  
20          the number stated herein.
- 21                1)    Submit a single Sample where assembly details, workmanship, fabrication  
22                techniques, connections, operation, and other similar characteristics are to  
23                be demonstrated.
- 24                2)    If variation in color, pattern, texture, or other characteristic is inherent in  
25                material or product represented by a Sample, submit at least three sets of  
26                paired units that show approximate limits of variations.
- 27    E.    Product Schedule: As required in individual Specification Sections, prepare a written summary  
28          indicating types of products required for the Work and their intended location. Include the  
29          following information in tabular form:
- 30          1.    Type of product. Include unique identifier for each product indicated in the Contract  
31          Documents or assigned by Contractor if none is indicated.
- 32          2.    Manufacturer and product name, and model number if applicable.
- 33          3.    Number and name of room or space.
- 34          4.    Location within room or space.
- 35          5.    Submit product schedule in the following format:
- 36                a.    PDF electronic file, plus number of paper copies required herein for Action  
37                Submittals.
- 38                b.    Same number of paper copies of as required herein for Action Submittals.  
39                Architect will return copies as noted herein for Action Submittals.
- 40    F.    Coordination Drawing Submittals: Comply with requirements specified in Division 01 Section  
41          "Project Management and Coordination."

- 1 G. Contractor's Construction Schedule: Comply with requirements specified in Division 01  
2 Section "Construction Progress Documentation", and the General Conditions.
- 3 H. Application for Payment and Schedule of Values: Comply with requirements specified in  
4 Division 01 Section "Payment Procedures", and the General Conditions.
- 5 I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with  
6 requirements specified in Division 01 Section "Quality Requirements", and the General  
7 Conditions.
- 8 J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements  
9 specified in Division 01 Section "Closeout Procedures", and the General Conditions.
- 10 K. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and  
11 Maintenance Data", and the General Conditions.
- 12 L. Buy America: Provide documentation indicating compliance for all products and materials  
13 required to comply with Buy America requirements.
- 14 M. Qualification Data: Prepare written information that demonstrates capabilities and experience  
15 of firm or person. Include lists of completed projects with project names and addresses, contact  
16 information of architects and owners, and other information specified.
- 17 N. Welding Certificates: Prepare written certification that welding procedures and personnel  
18 comply with requirements in the Contract Documents. Submit record of Welding Procedure  
19 Specification and Procedure Qualification Record on AWS forms. Include names of firms and  
20 personnel certified.
- 21 O. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that  
22 Installer complies with requirements in the Contract Documents and, where required, is  
23 authorized by manufacturer for this specific Project.
- 24 P. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying  
25 that manufacturer complies with requirements in the Contract Documents. Include evidence of  
26 manufacturing experience where required.
- 27 Q. Product Certificates: Submit written statements on manufacturer's letterhead certifying that  
28 product complies with requirements in the Contract Documents.
- 29 R. Material Certificates: Submit written statements on manufacturer's letterhead certifying that  
30 material complies with requirements in the Contract Documents.
- 31 S. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's  
32 standard form, indicating and interpreting test results of material for compliance with  
33 requirements in the Contract Documents.
- 34 T. Product Test Reports: Submit written reports indicating that current product produced by  
35 manufacturer complies with requirements in the Contract Documents. Base reports on  
36 evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or  
37 on comprehensive tests performed by a qualified testing agency.

- 1 U. Research Reports: Submit written evidence, from a model code organization acceptable to  
2 authorities having jurisdiction, that product complies with building code in effect for Project.  
3 Include the following information:
- 4 1. Name of evaluation organization.
  - 5 2. Date of evaluation.
  - 6 3. Time period when report is in effect.
  - 7 4. Product and manufacturers' names.
  - 8 5. Description of product.
  - 9 6. Test procedures and results.
  - 10 7. Limitations of use.
- 11 V. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing  
12 agency's standard form, indicating and interpreting results of tests performed before installation  
13 of product, for compliance with performance requirements in the Contract Documents.
- 14 W. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing  
15 agency's standard form, indicating and interpreting results of compatibility tests performed  
16 before installation of product. Include written recommendations for primers and substrate  
17 preparation needed for adhesion.
- 18 X. Field Test Reports: Submit written reports indicating and interpreting results of field tests  
19 performed either during installation of product or after product is installed in its final location,  
20 for compliance with requirements in the Contract Documents.
- 21 Y. Design Data: Prepare and submit written and graphic information, including, but not limited to,  
22 performance and design criteria, list of applicable codes and regulations, and calculations.  
23 Include list of assumptions and other performance and design criteria and a summary of loads.  
24 Include load diagrams if applicable. Provide name and version of software, if any, used for  
25 calculations. Include page numbers.
- 26 2.2 DELEGATED-DESIGN SERVICES
- 27 A. Performance and Design Criteria: Where professional design services or certifications by a  
28 design professional are specifically required of Contractor by the Contract Documents, provide  
29 products and systems complying with specific performance and design criteria indicated.
- 30 1. If criteria indicated are not sufficient to perform services or certification required, submit  
31 a written request for additional information to Architect.
- 32 B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and  
33 other required submittals, submit electronic and paper copies as required herein for Action  
34 Submittals of certificate, signed and sealed by the responsible design professional, for each  
35 product and system specifically assigned to Contractor to be designed or certified by a design  
36 professional.
- 37 1. Indicate that products and systems comply with performance and design criteria in the  
38 Contract Documents. Include list of codes, loads, and other factors used in performing  
39 these services.

1 PART 3 - EXECUTION

2 3.1 CONTRACTOR'S REVIEW

3 A. Action and Informational Submittals: Review each submittal and check for coordination with  
4 other Work of the Contract and for compliance with the Contract Documents. Note corrections  
5 and field dimensions. Mark with approval stamp before submitting to Architect. Do not submit  
6 incomplete, inaccurate, or non-complying submittals.

7 B. Project Closeout and Maintenance Material Submittals: See requirements in Division 01  
8 Section "Closeout Procedures", and the General Conditions.

9 C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name  
10 and location, submittal number, Specification Section title and number, name of reviewer, date  
11 of Contractor's approval, and statement certifying that submittal has been reviewed, checked,  
12 and approved for compliance with the Contract Documents.

13 3.2 ARCHITECT'S ACTION

14 A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or  
15 revisions required, and return it. Architect will stamp each submittal with an action stamp and  
16 will mark stamp appropriately to indicate action, as indicated in this article.

17 B. Action Stamp - Architect's Response: The Architect will stamp each submittal with a uniform,  
18 action stamp, or cover sheet with action stamp. The Architect will mark the stamp  
19 appropriately to indicate the action taken, as follows:

20 1. "No Exceptions Taken": If this box is marked, the work covered by the submittal may  
21 proceed provided it complies with the requirements of the Contract Documents;  
22 acceptance of the work will depend upon compliance with requirements.

23 2. "Note Markings/Comments": If this box is marked, the work covered by the submittal  
24 may proceed provided it complies with both the Architect's/Engineer's notations or  
25 corrections to the submittal and with the requirements of the Contract Documents;  
26 acceptance of the work will depend on that compliance with requirements.

27 3. "Comments Attached": If this box is marked, the review comments have been attached  
28 to the submittal and should be processed as if they had been written on the submittal  
29 itself. The work covered by the submittal may proceed provided it complies with both  
30 the Architect's/Engineer's notations or corrections to the submittal and with the  
31 requirements of the Contract Documents; acceptance of the work will depend on ~~that~~  
32 compliance with requirements.

33 4. "Rejected": If this box is marked, do not proceed with the work covered by the  
34 submittal, including purchasing, fabrication, delivery, or other activity. Revise the  
35 submittal or prepare a new submittal in accordance with the Architect's/Engineer's  
36 notations and resubmit without delay.

37  
38  
39

- 1 C. Action Stamp - “Response Required of Contractor”: The action stamp will also contain one or  
2 more of the following actions required by the Contractor.
- 3 1. ”Distribute”: If this box is marked, distribute the submittal pursuant to the requirements  
4 contained in this Section.
- 5 2. “Confirm and Verify”: If this box is marked, do not proceed with the work covered by  
6 submittal including purchasing, fabrication, delivery, or other activity until the  
7 information referenced by the Architect’s/Engineer’s notations has been confirmed  
8 and/or verified by the Contractor and the Architect has been notified of the Contractor’s  
9 findings.
- 10 3. “Provide Corrected Copy”: If this box is marked, the work covered by submittal may  
11 proceed once the Architect receives a revised submittal and provided the work complies  
12 with both the Architect’s/Engineer’s notations or corrections and the requirements of the  
13 Contract Documents.
- 14 4. “Revise and Resubmit”: If this box is marked, do not proceed with the work covered by  
15 submittal, including purchasing, fabrication, delivery, or other activity. Revise the  
16 submittal in accordance with the Architect’s/Engineer’s notations and resubmit without  
17 delay. Repeat if necessary.
- 18 D. Informational Submittals: Architect will review each submittal and will not return it, or will  
19 return it if it does not comply with requirements. Architect will forward each submittal to  
20 appropriate party.
- 21 E. Partial submittals prepared for a portion of the Work will be reviewed when use of partial  
22 submittals has received prior approval from Architect.
- 23 F. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned  
24 for resubmittal without review.
- 25 G. Submittals not required by the Contract Documents may be returned by the Architect without  
26 action.

27 3.3 SUBMITTALS LIST

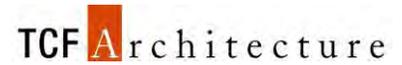
- 28 A. General:
- 29 1. The listing of submittals hereinafter is set forth generally as a check list for the  
30 Contractor’s convenience and are general in nature.
- 31 2. The Contractor shall add to this list any omissions of any submittals specified in other  
32 Sections but not listed hereinafter.
- 33 3. Contractor shall prepare a full listing of all submittals, including those required in all  
34 technical sections, in accordance with this Section.
- 35 B. Submittals, Within seven (7) calendar Days of Notice of Intent to Award Contract:
- 36 1. Executed Agreement.
- 37 2. Performance and Labor & Material Payment Bonds (State of Washington Statutory Form  
38 for Public Work, RCW 39.08) with certified copy of Power of Attorney from Attorney-  
39 in-Fact executing bonds.
- 40 3. Certified copies of Contractor’s Liability Insurance Policies (AIA Doc. G705).

- 1           4.    A designation of the Work to be performed by the Contractor by his own forces.
- 2           5.    List of subcontractors and major material suppliers for principal portions of the Work.
- 3           6.    List of proprietary names and suppliers of principal items or systems of materials and
- 4                 equipment proposed for the Work.
- 5           7.    Evidence of bondability of mechanical and electrical subcontractors.
- 6           8.    A chain-of-command organizational chart
  
- 7           C.    Submittals, within fourteen (14) calendar Days After Notice to Proceed:
  - 8                 1.    Schedule of Values.
  - 9                 2.    Preliminary Construction Schedule.
  - 10                3.    Submittal Schedule.
  - 11                4.    Emergency telephone list for key personnel of Contractor and principal subcontractors.
  - 12                5.    Background Check: Proof that all individuals that provide labor or are on site for this
  - 13                   project have been checked as/if required by the Contract Documents.
  
- 14          D.    Submittals, Within 30 Days After Notice to Proceed:
  - 15                1.    Construction “Baseline” schedule in prescribed form.
  - 16                2.    All submittals, shop drawings and product data.
  
- 17          E.    Submittals, at least fourteen (14) calendar days prior to the First Month’s Application for
- 18                 Payment:
  - 19                1.    Retainage Agreement.
  
- 20          F.    Submittals, to Proceed or Accompany the First Month’s Application for Payment
  - 21                1.    Statement of Intent to Pay Prevailing Wages on Public Works Contract:
    - 22                   a.    On form issued by the State of Washington, Department of Labor and Industries.
    - 23                   b.    One is required from the Contractor and one from each of those subcontractors
    - 24                         who will provide labor on the project site.
    - 25                   c.    When these forms have been filled in, the Contractor shall send them to the
    - 26                         Industrial Statistician in Olympia for certification. After certification, three copies
    - 27                         will be returned to the Contractor. He shall forward the Owner’s copy directly to
    - 28                         the Owner (do not send through the Architect). The Contractor shall send the
    - 29                         Architect a copy of their transmittal letter to the Owner. The Contractor shall also
    - 30                         post on the Project Site one certified copy of each Statement of Intent.
    - 31                   d.    For further information, phone the State of Washington Industrial Statistician (360)
    - 32                         753-4019.
    - 33                   e.    Federal Documentation for Davis Bacon Wage Rates
  - 34                2.    Copies of building permits.
  
- 35          G.    Submittals, Estimated Monthly Pay Requests: Within seven (7) calendar days after acceptance
- 36                 of the Contractor’s construction schedule, prepare and submit a summation of estimated
- 37                 monthly pay requests showing total dollar amounts projected to be requested each month. This
- 38                 summation is to be used by the Owner for planning purposes.

39

- 1 H. Submittals, Prior to Each Month’s Payment:
- 2 1. Application and Certification for Payment. (See Division 1 Section “Payment  
3 Procedures” for form and requirements).
- 4 2. Updated CPM construction schedule.
- 5 3. Signed receipts from principal subcontractors and major material suppliers (See Division  
6 1 Section “Payment Procedures”).
- 7 4. Notarized affidavit of payments to all subcontractors and major material suppliers (See  
8 Division 1 Section “Payment Procedures”).
- 9 I. Submittals, Within forty-five (45) calendar days After Notice to Proceed: All color samples  
10 required for the entire project for all materials and products requiring color selection, or sooner  
11 if required by the project schedule.
- 12 J. Submittals, During the Project Construction Period: All shop drawings, samples (other than  
13 color samples) and brochures specified in each Section of the Project Manual to be submitted  
14 within thirty (30) calendar days after Notice to Proceed, or sooner if required by the project  
15 schedule.
- 16 K. Submittals, Prior to Substantial Completion:
- 17 1. Notification to Architect that work of the Project is substantially complete, including a  
18 listing of items of work to be completed or corrected, together with a Certificate of  
19 Occupancy or occupancy permit issued by the Local Building Department for the entire  
20 Project.
- 21 2. Refer also to other Sections for additional submittal items required as a prerequisite to  
22 Substantial Completion.
- 23 END OF SECTION 013300

## LETTER OF TRANSMITTAL



To:  
Attention:  
Issue Date:  
Project Name:  
Project Number:

---

### Delivery of CADD Files

In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by TCF Architecture, PLLC (Architect), the User agrees that all such drawings and data are instruments of service of the Architect and remain its property. Architect shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights.

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1 SECTION 014000 - QUALITY REQUIREMENTS

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

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

6 1.2 SUMMARY

- 7 A. Section includes administrative and procedural requirements for quality assurance and quality  
8 control.

- 9 B. Testing and inspecting services are required to verify compliance with requirements specified or  
10 indicated. These services do not relieve Contractor of responsibility for compliance with the  
11 Contract Document requirements.

- 12 1. Specific quality-assurance and -control requirements for individual construction activities  
13 are specified in the Sections that specify those activities. Requirements in those Sections  
14 may also cover production of standard products.  
15 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-  
16 assurance and -control procedures that facilitate compliance with the Contract Document  
17 requirements.  
18 3. Requirements for Contractor to provide quality-assurance and -control services required  
19 by Architect, Owner, Commissioning Authority, Construction Manager, or authorities  
20 having jurisdiction are not limited by provisions of this Section.

- 21 C. Related Requirements:

- 22 1. Divisions 02 through 33 Sections for specific test and inspection requirements not listed  
23 herein.

24 1.3 DEFINITIONS

- 25 A. Quality-Assurance Services: Activities, actions, and procedures performed before and during  
26 execution of the Work to guard against defects and deficiencies and substantiate that proposed  
27 construction will comply with requirements.

- 28 B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after  
29 execution of the Work to evaluate that actual products incorporated into the Work and  
30 completed construction comply with requirements. Services do not include contract  
31 enforcement activities performed by Architect or Construction Manager.

- 32 C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed  
33 to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where  
34 indicated, qualities of materials and execution; to review coordination, testing, or operation; to

- 1 show interface between dissimilar materials; and to demonstrate compliance with specified  
2 installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved  
3 mockups establish the standard by which the Work will be judged.
- 4 1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to  
5 verify performance characteristics.
  - 6 2. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from  
7 the building but on Project site, consisting of multiple products, assemblies, and  
8 subassemblies.
  - 9 3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and  
10 ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and  
11 equipment, and lighting.
- 12 D. Preconstruction Testing: Tests and inspections performed specifically for Project before  
13 products and materials are incorporated into the Work, to verify performance or compliance  
14 with specified criteria.
- 15 E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing  
16 agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to  
17 establish product performance and compliance with specified requirements.
- 18 F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g.,  
19 plant, mill, factory, or shop.
- 20 G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation  
21 of the Work and for completed Work.
- 22 H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing  
23 laboratory shall mean the same as testing agency.
- 24 I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an  
25 employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation,  
26 including installation, erection, application, and similar operations.
- 27 1. Use of trade-specific terminology in referring to a trade or entity does not require that  
28 certain construction activities be performed by accredited or unionized individuals, or  
29 that requirements specified apply exclusively to specific trade(s).
- 30 J. Experienced: When used with an entity or individual, "experienced" means having successfully  
31 completed a minimum of five previous projects similar in nature, size, and extent to this Project,  
32 except where individual specification sections have specific requires, in which case, the  
33 individual specification section requirements shall govern; being familiar with special  
34 requirements indicated; and having complied with requirements of authorities having  
35 jurisdiction.

36 1.4 CONFLICTING REQUIREMENTS

- 37 A. Referenced Standards: If compliance with two or more standards is specified and the standards  
38 establish different or conflicting requirements for minimum quantities or quality levels, comply

1 with the most stringent requirement. Refer conflicting requirements that are different, but  
2 apparently equal, to Architect for a decision before proceeding.

3 B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be  
4 the minimum provided or performed. The actual installation may comply exactly with the  
5 minimum quantity or quality specified, or it may exceed the minimum within reasonable limits.  
6 To comply with these requirements, indicated numeric values are minimum or maximum, as  
7 appropriate, for the context of requirements. Refer uncertainties to Architect for a decision  
8 before proceeding.

9 1.5 INFORMATIONAL SUBMITTALS

10 A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and  
11 responsibilities.

12 B. Qualification Data: For Contractor's quality-control personnel.

13 C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction,  
14 submit copy of written statement of responsibility sent to authorities having jurisdiction before  
15 starting work on the following systems:

- 16 1. Seismic-force-resisting system, designated seismic system, or component listed in the  
17 designated seismic system quality-assurance plan prepared by Architect.
- 18 2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-  
19 resisting system quality-assurance plan prepared by Architect.

20 D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to  
21 demonstrate their capabilities and experience. Include proof of qualifications in the form of a  
22 recent report on the inspection of the testing agency by a recognized authority.

23 E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

- 24 1. Specification Section number and title.
- 25 2. Entity responsible for performing tests and inspections.
- 26 3. Description of test and inspection.
- 27 4. Identification of applicable standards.
- 28 5. Identification of test and inspection methods.
- 29 6. Number of tests and inspections required.
- 30 7. Time schedule or time span for tests and inspections.
- 31 8. Requirements for obtaining samples.
- 32 9. Unique characteristics of each quality-control service.

33 1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

34 A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to  
35 Proceed, and not less than five days prior to preconstruction conference. Submit in format  
36 acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records,  
37 and forms to be used to carry out Contractor's quality-assurance and quality-control  
38 responsibilities. Coordinate with Contractor's construction schedule.

- 1 B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and  
2 experienced in managing and executing quality-assurance and quality-control procedures  
3 similar in nature and extent to those required for Project.
- 4 1. Project quality-control manager may also serve as Project Superintendent.
- 5 C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through  
6 review and management of submittal process. Indicate qualifications of personnel responsible  
7 for submittal review.
- 8 D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work  
9 requiring testing or inspection, including the following:
- 10 1. Contractor-performed tests and inspections including subcontractor-performed tests and  
11 inspections. Include required tests and inspections and Contractor-elected tests and  
12 inspections.
- 13 2. Special inspections required by authorities having jurisdiction and indicated on the  
14 "Statement of Special Inspections."
- 15 3. Owner-performed tests and inspections indicated in the Contract Documents, including  
16 tests and inspections indicated to be performed by the Commissioning Authority.
- 17 E. Continuous Inspection of Workmanship: Describe process for continuous inspection during  
18 construction to identify and correct deficiencies in workmanship in addition to testing and  
19 inspection specified. Indicate types of corrective actions to be required to bring work into  
20 compliance with standards of workmanship established by Contract requirements and approved  
21 mockups.
- 22 F. Monitoring and Documentation: Maintain testing and inspection reports including log of  
23 approved and rejected results. Include work Architect has indicated as nonconforming or  
24 defective. Indicate corrective actions taken to bring nonconforming work into compliance with  
25 requirements. Comply with requirements of authorities having jurisdiction.

26 1.7 REPORTS AND DOCUMENTS

- 27 A. Test and Inspection Reports: Prepare and submit certified written reports specified in other  
28 Sections. Include the following:
- 29 1. Date of issue.
- 30 2. Project title and number.
- 31 3. Name, address, and telephone number of testing agency.
- 32 4. Dates and locations of samples and tests or inspections.
- 33 5. Names of individuals making tests and inspections.
- 34 6. Description of the Work and test and inspection method.
- 35 7. Identification of product and Specification Section.
- 36 8. Complete test or inspection data.
- 37 9. Test and inspection results and an interpretation of test results.
- 38 10. Record of temperature and weather conditions at time of sample taking and testing and  
39 inspecting.
- 40 11. Comments or professional opinion on whether tested or inspected Work complies with  
41 the Contract Document requirements.

- 1           12. Name and signature of laboratory inspector.  
2           13. Recommendations on retesting and reinspecting.
- 3        B. Manufacturer's Technical Representative's Field Reports: Prepare written information  
4        documenting manufacturer's technical representative's tests and inspections specified in other  
5        Sections. Include the following:
- 6           1. Name, address, and telephone number of technical representative making report.  
7           2. Statement on condition of substrates and their acceptability for installation of product.  
8           3. Statement that products at Project site comply with requirements.  
9           4. Summary of installation procedures being followed, whether they comply with  
10          requirements and, if not, what corrective action was taken.  
11          5. Results of operational and other tests and a statement of whether observed performance  
12          complies with requirements.  
13          6. Statement whether conditions, products, and installation will affect warranty.  
14          7. Other required items indicated in individual Specification Sections.
- 15        C. Factory-Authorized Service Representative's Reports: Prepare written information documenting  
16        manufacturer's factory-authorized service representative's tests and inspections specified in  
17        other Sections. Include the following:
- 18           1. Name, address, and telephone number of factory-authorized service representative  
19           making report.  
20           2. Statement that equipment complies with requirements.  
21           3. Results of operational and other tests and a statement of whether observed performance  
22           complies with requirements.  
23           4. Statement whether conditions, products, and installation will affect warranty.  
24           5. Other required items indicated in individual Specification Sections.
- 25        D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses,  
26        certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee  
27        payments, judgments, correspondence, records, and similar documents, established for  
28        compliance with standards and regulations bearing on performance of the Work.
- 29    1.8    QUALITY ASSURANCE
- 30        A. General: Qualifications paragraphs in this article establish the minimum qualification levels  
31        required; individual Specification Sections specify additional requirements.
- 32        B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar  
33        to those indicated for this Project and with a record of successful in-service performance, as  
34        well as sufficient production capacity to produce required units.
- 35        C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated  
36        for this Project and with a record of successful in-service performance, as well as sufficient  
37        production capacity to produce required units.
- 38        D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling  
39        work similar in material, design, and extent to that indicated for this Project, whose work has  
40        resulted in construction with a record of successful in-service performance.

- 1 E. Professional Engineer Qualifications: A professional engineer who is legally qualified to  
2 practice in jurisdiction where Project is located and who is experienced in providing  
3 engineering services of the kind indicated. Engineering services are defined as those performed  
4 for installations of the system, assembly, or product that are similar in material, design, and  
5 extent to those indicated for this Project.
- 6 F. Specialists: Certain Specification Sections require that specific construction activities shall be  
7 performed by entities who are recognized experts in those operations. Specialists shall satisfy  
8 qualification requirements indicated and shall be engaged for the activities indicated.
- 9 1. Requirements of authorities having jurisdiction shall supersede requirements for  
10 specialists.
- 11 G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the  
12 experience and capability to conduct testing and inspecting indicated, as documented according  
13 to ASTM E 329; and with additional qualifications specified in individual Sections; and, where  
14 required by authorities having jurisdiction, that is acceptable to authorities.
- 15 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.  
16 2. NVLAP: A testing agency accredited according to NIST's National Voluntary  
17 Laboratory Accreditation Program.
- 18 H. Manufacturer's Technical Representative Qualifications: An authorized representative of  
19 manufacturer who is trained and approved by manufacturer to observe and inspect installation  
20 of manufacturer's products that are similar in material, design, and extent to those indicated for  
21 this Project.
- 22 I. Factory-Authorized Service Representative Qualifications: An authorized representative of  
23 manufacturer who is trained and approved by manufacturer to inspect installation of  
24 manufacturer's products that are similar in material, design, and extent to those indicated for this  
25 Project.
- 26 J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing  
27 for compliance with specified requirements for performance and test methods, comply with the  
28 following:
- 29 1. Contractor responsibilities include the following:
- 30 a. Provide test specimens representative of proposed products and construction.  
31 b. Submit specimens in a timely manner with sufficient time for testing and analyzing  
32 results to prevent delaying the Work.  
33 c. Provide sizes and configurations of test assemblies, mockups, and laboratory  
34 mockups to adequately demonstrate capability of products to comply with  
35 performance requirements.  
36 d. Build site-assembled test assemblies and mockups using installers who will  
37 perform same tasks for Project.  
38 e. Build laboratory mockups at testing facility using personnel, products, and  
39 methods of construction indicated for the completed Work.  
40 f. When testing is complete, remove test specimens, assemblies, and mockups; do  
41 not reuse products on Project.

- 1           2.    Testing Agency Responsibilities: Submit a certified written report of each test,  
2           inspection, and similar quality-assurance service to Architect and Commissioning  
3           Authority, through Construction Manager, with copy to Contractor. Interpret tests and  
4           inspections and state in each report whether tested and inspected work complies with or  
5           deviates from the Contract Documents.
- 6           K.    Mockups: Before installing portions of the Work requiring mockups, build mockups for each  
7           form of construction and finish required to comply with the following requirements, using  
8           materials indicated for the completed Work:
- 9           1.    Build mockups in location and of size indicated or, if not indicated, as directed by  
10          Architect.
- 11          2.    Notify Architect and Construction Manager seven days in advance of dates and times  
12          when mockups will be constructed.
- 13          3.    Employ supervisory personnel who will oversee mockup construction. Employ workers  
14          that will be employed during the construction at Project.
- 15          4.    Demonstrate the proposed range of aesthetic effects and workmanship.
- 16          5.    Obtain Architect's approval of mockups before starting work, fabrication, or construction.
- 17                a.    Allow seven (7) days for initial review and each re-review of each mockup.
- 18          6.    Maintain mockups during construction in an undisturbed condition as a standard for  
19          judging the completed Work.
- 20          7.    Demolish and remove mockups when directed unless otherwise indicated.
- 21           L.    Integrated Exterior Mockups: Construct integrated exterior mockup according to approved  
22           Shop Drawings. Coordinate installation of exterior envelope materials and products for which  
23           mockups are required in individual Specification Sections, along with supporting materials.
- 24    1.9    QUALITY CONTROL
- 25           A.    Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility,  
26           Owner will engage a qualified testing agency to perform these services.
- 27           1.    Owner will furnish Contractor with names, addresses, and telephone numbers of testing  
28           agencies engaged and a description of types of testing and inspecting they are engaged to  
29           perform.
- 30           2.    Costs for retesting and re-inspecting construction that replaces or is necessitated by work  
31           that failed to comply with the Contract Documents will be charged to Contractor, and the  
32           Contract Sum will be adjusted by Change Order.
- 33           B.    Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are  
34           Contractor's responsibility. Perform additional quality-control activities required to verify that  
35           the Work complies with requirements, whether specified or not.
- 36           1.    Unless otherwise indicated, provide quality-control services specified and those required  
37           by authorities having jurisdiction. Perform quality-control services required of  
38           Contractor by authorities having jurisdiction, whether specified or not.

39

- 1           2.     Where services are indicated as Contractor's responsibility, engage a qualified testing  
2           agency to perform these quality-control services.
- 3           a.     Contractor shall not employ same entity engaged by Owner, unless agreed to in  
4           writing by Owner.
- 5           3.     Notify testing agencies at least 48 hours in advance of time when Work that requires  
6           testing or inspecting will be performed.
- 7           4.     Where quality-control services are indicated as Contractor's responsibility, submit a  
8           certified written report, in duplicate, of each quality-control service.
- 9           5.     Testing and inspecting requested by Contractor and not required by the Contract  
10          Documents are Contractor's responsibility.
- 11          6.     Submit additional copies of each written report directly to authorities having jurisdiction,  
12          when they so direct.
- 13         C.     Manufacturer's Field Services: Where indicated, engage a factory-authorized service  
14          representative to inspect field-assembled components and equipment installation, including  
15          service connections. Report results in writing as specified in Division 01 Section "Submittal  
16          Procedures."
- 17         D.     Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical  
18          representative to observe and inspect the Work. Manufacturer's technical representative's  
19          services include participation in preinstallation conferences, examination of substrates and  
20          conditions, verification of materials, observation of Installer activities, inspection of completed  
21          portions of the Work, and submittal of written reports.
- 22         E.     Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's  
23          responsibility, provide quality-control services, including retesting and reinspecting, for  
24          construction that replaced Work that failed to comply with the Contract Documents.
- 25         F.     Testing Agency Responsibilities: Cooperate with Architect, Commissioning  
26          Authority, Construction Manager, and Contractor in performance of duties. Provide qualified  
27          personnel to perform required tests and inspections.
- 28                 1.     Notify Architect, Commissioning Authority, Construction Manager, and Contractor  
29                 promptly of irregularities or deficiencies observed in the Work during performance of its  
30                 services.
- 31                 2.     Determine the location from which test samples will be taken and in which in-situ tests  
32                 are conducted.
- 33                 3.     Conduct and interpret tests and inspections and state in each report whether tested and  
34                 inspected work complies with or deviates from requirements.
- 35                 4.     Submit a certified written report, in duplicate, of each test, inspection, and similar  
36                 quality-control service through Contractor.
- 37                 5.     Do not release, revoke, alter, or increase the Contract Document requirements or approve  
38                 or accept any portion of the Work.
- 39                 6.     Do not perform any duties of Contractor.
- 40         G.     Associated Services: Cooperate with agencies performing required tests, inspections, and  
41          similar quality-control services, and provide reasonable auxiliary services as requested. Notify  
42          agency sufficiently in advance of operations to permit assignment of personnel. Provide the  
43          following:

- 1 1. Access to the Work.
- 2 2. Incidental labor and facilities necessary to facilitate tests and inspections.
- 3 3. Adequate quantities of representative samples of materials that require testing and
- 4 inspecting. Assist agency in obtaining samples.
- 5 4. Facilities for storage and field curing of test samples.
- 6 5. Delivery of samples to testing agencies.
- 7 6. Preliminary design mix proposed for use for material mixes that require control by testing
- 8 agency.
- 9 7. Security and protection for samples and for testing and inspecting equipment at Project
- 10 site.
  
- 11 H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance
- 12 and -control services with a minimum of delay and to avoid necessity of removing and
- 13 replacing construction to accommodate testing and inspecting.
  
- 14 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
  
- 15 I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-
- 16 control services required by the Contract Documents as a component of Contractor's quality-
- 17 control plan. Coordinate and submit concurrently with Contractor's construction schedule.
- 18 Update as the Work progresses.
  
- 19 1. Distribution: Distribute schedule to Owner, Architect, Commissioning Authority,
- 20 Construction Manager, testing agencies, and each party involved in performance of
- 21 portions of the Work where tests and inspections are required.

22 1.10 SPECIAL TESTS AND INSPECTIONS

- 23 A. Special Tests and Inspections: Owner will engage a qualified testing agency and/or special
- 24 inspector to conduct special tests and inspections required by authorities having jurisdiction as
- 25 the responsibility of Owner.
  
- 26 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures
- 27 and reviews the completeness and adequacy of those procedures to perform the Work.
- 28 2. Notifying Architect, Commissioning Authority, Construction Manager, and Contractor
- 29 promptly of irregularities and deficiencies observed in the Work during performance of
- 30 its services.
- 31 3. Submitting a certified written report of each test, inspection, and similar quality-control
- 32 service to Architect and Commissioning Authority, through Construction Manager, with
- 33 copy to Contractor and to authorities having jurisdiction.
- 34 4. Submitting a final report of special tests and inspections at Substantial Completion,
- 35 which includes a list of unresolved deficiencies.
- 36 5. Interpreting tests and inspections and stating in each report whether tested and inspected
- 37 work complies with or deviates from the Contract Documents.
- 38 6. Retesting and reinspecting corrected work.

1 PART 2 - PRODUCTS (Not Used)

2 PART 3 - EXECUTION

3 3.1 SCHEDULE OF REQUIRED ACTIVITIES

4 A. Geotechnical Inspections

5 1. General:

- 6 a. Prior to performing excavations or fill operations, and preparation for building,  
7 foundations, placement of subsurface drainage systems, base course installation for  
8 asphalt pavement or slabs on grade, utility bedding, or other major excavations, the  
9 Contractor shall notify the Owner and Architect and facilitate inspection of site by  
10 Owner's Soils Engineer or Testing Agency to ascertain that conditions encountered  
11 are in conformance with the Contract Documents for depth of foundation,  
12 influence of groundwater, requirements for drainage for foundations, excavations,  
13 cut, fill, slopes and soil conditions.
- 14 b. Placement and compaction of all structural fill and all structural backfill shall be  
15 inspected by Owner's Soils Engineer or Testing Agency.

16 2. Testing:

- 17 a. Within the provisions of the technical specifications (Division 31) for earthwork  
18 testing and sampling, Contractor shall cooperate with the Testing Agency to  
19 perform testing or sampling for verification of conditions as noted above.  
20 Moisture Density tests, in-place density tests, and other tests may be performed as  
21 required by the Contract Documents or International Building Code, as adopted by  
22 the jurisdiction having authority, and to verify Contractor's earthwork operations.
- 23 b. Conform to referenced ASTM D1557. Take in-place density tests as follows,  
24 unless otherwise indicated in the technical specifications:
- 25 1) Compacted fills, subgrades, sub-bases and base courses, other than under  
26 concrete slabs on grade. Not less than one test per 1,000 square feet for  
27 each lift.
- 28 2) Utility trench bottoms, backfill of utility trenches under all concrete slabs on  
29 grade, foundation walls, and asphalt pavings. Not less than three tests per  
30 100 linear feet of trench for each lift.
- 31 3) Fills under foundation walls and footings, and backfill of foundation walls  
32 and footings; not less than one test per 100 linear feet of wall footing for  
33 each lift.

34 B. Paving:

35 1. Asphalt Paving:

- 36 a. For asphalt paving, take a minimum of three (3) samples at the plant and test mix  
37 per ASTM D 2172 (Method A).
- 38 b. Core Tests: Minimum two (2) specimens per each batch per day.

- 1           2.    Portland Cement Concrete Paving: For concrete paving, take one set of three (3)  
2                    cylinders each day or each 100 cubic yards, whichever is less.
- 3           C.    Irrigation, Field Testing and Performance Testing: See Division 32 Section “Planting  
4                    Irrigation”.
- 5           D.    Topsoil Testing: Submit topsoil samples to a certified soil testing laboratory, provide written  
6                    copy of test results of fertility, nutrient and weed composition.
- 7           E.    Structural Cast-In-Place Concrete:
- 8           1.    General: Testing will be performed as required by International Building Code, as  
9                    adopted by the agency having jurisdiction, and these Specifications. Tests and  
10                   inspections may include, but not necessarily be limited to, the following:
- 11           a.    General:
- 12                    1)    Inspection of reinforcing steel and embedded items in place. Verify proper  
13                            placement of reinforcing bars, fabric, and spirals prior to placement of  
14                            concrete; check condition of surfaces of reinforcing and embedded items for  
15                            bond integrity with concrete; verify placement locations, sizes and  
16                            anchorage of all items embedded in concrete.
- 17                    2)    Concrete formwork including configuration, form and steel cleanliness.  
18                            Inspect erected formwork for conformance with approved drawings, for  
19                            design and seal of form joints, and for type and location of form ties.
- 20                    3)    Reinforced concrete inspection and material testing shall be made in  
21                            accordance the ACI 301 Chapter 16, Testing, and Chapter 17, Evaluation  
22                            and Acceptance of Concrete, and appropriate ASTM Standards.
- 23           b.    Test materials for compliance with Specifications. Review and check proposed  
24                    mix designs. Conduct tests of concrete in accordance with the following  
25                    procedures:
- 26                    1)    Sampling Fresh Concrete: ASTM C 172, except modified for slump to  
27                            comply with ASTM C94.
- 28                    2)    Slump: ASTM C143; one test for each concrete load at point of discharge;  
29                            and one test for each set of compressive strength test specimens.
- 30                    3)    Air Content: ASTM C173; volumetric method and ASTM C21 pressure for  
31                            normal weight concrete; one for each set of compressive strength test  
32                            specimens.
- 33                    4)    Concrete Temperature: Test hourly when air temperature is 40 degrees F  
34                            and below, and when 80 degrees F and above; and each time a set of  
35                            compression test specimens made.
- 36                    5)    Compression Test Specimen: ASTM C31; one set of 6 standard cylinders  
37                            for each compressive strength test, unless otherwise directed. Mold and  
38                            store cylinders for laboratory-cured test specimens except when field-cured  
39                            test specimens are required.
- 40                    6)    Compressive Strength Tests: ASTM C39; one set for each 100 CY or  
41                            fraction thereof, of each concrete class placed in any one day or for each  
42                            5,000 SF of surface are placed; 2 specimens tested at 7 days, 1 specimen

- 1 tested at 14 days, 2 specimens tested at 28 days, and one specimen retained  
2 in reserve for later testing if required.
- 3 a) When frequency of testing will provide less than 5 strength tests for a  
4 given class of concrete, conduct testing from at least 5 randomly  
5 selected batches or from each batch if fewer than 5 are used.
- 6 b) When total quantity of a given class of concrete is less than 50 CY,  
7 strength test may be waived by Owner if, in his/her judgment,  
8 adequate evidence of satisfactory strength is provided.
- 9 c) When strength of field-cured cylinders is less than 85% of companion  
10 laboratory-cured cylinders, evaluate current operations and provide  
11 corrective procedures for protecting and curing the in-place concrete.
- 12 d) Strength level of concrete will be considered satisfactory if averages  
13 of sets of three consecutive strength test results equal or exceed  
14 specified compressive strength, and no individual strength test result  
15 falls below specified compressive strength by more than 500 psi.
- 16 2. Test Results: Test results will be reported in writing and expedited to the agency having  
17 jurisdiction, Contractor, Architect, Structural Engineer, and Owner. Reports of  
18 compressive strength tests shall contain the project identification name and number, date  
19 of concrete placement, name of concrete testing service, concrete type and class, location  
20 of concrete batch in structure, design compressive strength at 28 days, concrete mix  
21 proportions and materials; compressive breaking strength and type of break for both 7-  
22 day tests and 28-day tests.
- 23 3. Additional Test: The testing service will make additional tests of in-place concrete, as  
24 directed by Owner, when test results indicate specified concrete strengths and other  
25 characteristics have not been attained in the structure. Testing service may conduct tests  
26 to determine adequacy of concrete by cored cylinders complying with ASTM C42, or by  
27 other methods as directed. Contractor shall pay for such tests conducted, and any other  
28 additional testing as may be required, when unacceptable concrete is verified.
- 29 4. Patching: Where core test results are satisfactory, fill core holes with non-shrink  
30 patching grout to meet or exceed the strength of the adjoining concrete, and finish to  
31 match adjoining concrete surface.
- 32 F. Welding: Verify conformance with applicable Sections of Division 5 and notes on Structural  
33 Drawings
- 34 G. Structural Steel Framing & Fabrications:
- 35 1. General: Tests will be performed as required by International Building Code, Section  
36 306, as adopted by the jurisdiction having authority and these specifications.
- 37 2. Shop Bolted Connections: Inspect in accordance with AISC specifications.
- 38 3. Shop Welding: Inspect and test during fabrication of structural steel assemblies, as  
39 follows:
- 40 a. Verify use of “Washington Association of Building Officials” (WABO) certified  
41 welders, and conduct inspections and tests as required. Record types and locations  
42 of defects found in work. Record work required and performed to correct  
43 deficiencies.
- 44 b. Perform visual inspection of all welds including fillet welds.

- 1                   c.     Perform tests of complete penetration welds as required by technical specifications  
2                   as follows. Inspection procedures listed are to be used at Testing Laboratory's  
3                   option.
- 4                   1)     Radiographic Inspection: ASTM E94 and ASTM E142; minimum quality  
5                   level "2-2T".  
6                   2)     Ultrasonic Inspection: ASTM E164.
- 7                   4.     Field Bolted Connections: Inspect in accordance with AISC specifications.  
8                   5.     Field Welding: Inspect and test during erection of structural steel as follows:
- 9                   a.     Verify use of "Washington Association of Building Officials" (WABO) certified  
10                   welders, and conduct inspections and tests as required. Record types and locations  
11                   of defects found in work. Record work required and performed to correct  
12                   deficiencies and submit copies of such reports to Contractor, Architect and Owner.  
13                   b.     Perform visual inspection of all welds including fillet welds.  
14                   c.     Perform tests of welds as required by technical specifications as follows:
- 15                   1)     Radiographic Inspection: ASTM E94 and ASTM E142; minimum quality  
16                   level "2-2T".  
17                   2)     Ultrasonic Inspection: ASTM E164.
- 18                   6.     Testing Program Summary: Testing agency special inspector shall submit a summary of  
19                   the proposed testing program for review and approval; submit directly to Contractor,  
20                   Architect, Owner, Structural Engineer and the jurisdiction having authority.
- 21                   H.     Structural Metal & Light gauge Framing: Inspection at jobsite as required during high-tensile  
22                   bolting and welding to assure specification and Building Code compliance.
- 23                   I.     Joint Sealants:
- 24                   1.     Field-adhesion testing shall be performed per Division 7 Section "Joint Sealants."
- 25                   J.     Metal Framing Systems:
- 26                   1.     Prior to installation of gypsum board ceilings, Architect will conduct an above-ceiling  
27                   observation, and report observed deficiencies in framing work per Division 5 Section  
28                   "Cold Formed Metal Framing" and Division 9 Section "Non-Structural Metal  
29                   Framing."
- 30                   K.     Roofing & Waterproof Membranes:
- 31                   1.     Inspect approved substrates for application of water proofing and roofing materials,  
32                   inspect all joints and flashings.  
33                   2.     Furnish continuous (full time) inspection during application or waterproofing and roofing  
34                   materials, including roofing related sheet metal flashings and counterflashings.
- 35                   L.     Miscellaneous:
- 36                   1.     General: Provide other special inspections required by International Building Code as  
37                   adopted by the agency having jurisdiction for structural or other work, or requested by  
38                   Owner.

1           2.     Additional testing Services: Additional testing, if any, which may be performed by the  
2           Owner’s independent testing agency, are specified elsewhere in Contract Documents.

3     3.2     SPECIAL INSPECTIONS AT THE OWNER’S OPTION

4           A.     The Owner reserves the right to invoke testing procedures at any time and as often as the Owner  
5           deems necessary. The Owner may engage qualified independent testing and inspecting agen-  
6           cies to perform inspections and prepare reports on the following:

- 7           1.     Metal roof panels.
- 8           2.     Metal wall panels.
- 9           3.     Through Penetration Firestop Systems.
- 10          4.     Steel doors and frames.
- 11          5.     Aluminum framed entrances and storefronts.
- 12          6.     Acoustical panel ceilings.
- 13          7.     Paint and High Performance Coatings.
- 14          8.     Other additional testing as determined by the Owner at the Owner’s option.

15    3.3     TEST AND INSPECTION LOG

16          A.     Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

- 17          1.     Date test or inspection was conducted.
- 18          2.     Description of the Work tested or inspected.
- 19          3.     Date test or inspection results were transmitted to Architect.
- 20          4.     Identification of testing agency or special inspector conducting test or inspection.

21          B.     Maintain log at Project site. Post changes and revisions as they occur. Provide access to test  
22          and inspection log for Architect's, Commissioning Authority's, and Construction Manager's  
23          reference during normal working hours.

24    3.4     REPAIR AND PROTECTION

25          A.     General: On completion of testing, inspecting, sample taking, and similar services, repair  
26          damaged construction and restore substrates and finishes.

- 27          1.     Provide materials and comply with installation requirements specified in other  
28               Specification Sections or matching existing substrates and finishes. Restore patched  
29               areas and extend restoration into adjoining areas with durable seams that are as invisible  
30               as possible. Comply with the Contract Document requirements for cutting and patching  
31               in Division 01 Section "Execution."

32          B.     Protect construction exposed by or for quality-control service activities.

33          C.     Repair and protection are Contractor's responsibility, regardless of the assignment of  
34          responsibility for quality-control services.

35    END OF SECTION 014000

1 SECTION 014200 - REFERENCES

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

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

6 1.2 DEFINITIONS

- 7 A. General: Basic Contract definitions are included in the Conditions of the Contract.

8 B. "Approved": When used to convey Architect's action on Contractor's submittals, applications,  
9 and requests, "approved" is limited to Architect's duties and responsibilities as stated in the  
10 Conditions of the Contract. Where the terms "or approved" or "as approved" or "for approval"  
11 are used, the Architect is the sole judge of the quality and suitability of the proposed  
12 substitutions. In no case will "approval" by Architect be interpreted as a release of Contractor  
13 from responsibilities to fulfill requirements of the contract documents. Whenever a material,  
14 article or piece of equipment is identified on the Drawings or in the Project Manual by reference  
15 to manufacturer's or vendor's names, trade names, catalog numbers, or the like, and followed  
16 by the wording "or approved", "or approved substitute" or "equivalent, as approved", it is so  
17 identified for the purpose of establishing a standard, and any material, article, or piece of  
18 equipment of other manufacturers or vendors which will perform adequately the duties imposed  
19 by the general design will be considered equally acceptable provided the material, article, or  
20 piece of equipment so proposed is, in the opinion of the Architect, of equivalent substance,  
21 appearance or function and has been approved by the Architect in writing **prior to bid opening**  
22 in conformance with the provision of the Instruction to Bidders and applicable Division 01  
23 Sections. It shall not be purchased or installed by the Contractor without Architect's and  
24 Owner's prior written approval.

25 C. "Architect": Shall mean "TCF Architecture, PLLC," 902 N 2<sup>nd</sup> Street, Tacoma, WA 98403.  
26 253-572-3993.

27 D. "Coordinate": The term "coordinate" means satisfactorily combine the work of all trades for a  
28 complete and operating installation.

29 E. "Directed": A command or instruction by Architect. Other terms including "requested,"  
30 "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

31 F. "Indicated": Requirements expressed by graphic representations or in written form on  
32 Drawings, in Specifications, and in other Contract Documents. Other terms including "shown,"  
33 "noted," "scheduled," and "specified" have the same meaning as "indicated."

34 G. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having  
35 jurisdiction, and rules, conventions, and agreements within the construction industry that control  
36 performance of the Work.

- 1 H. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly,  
2 installation, and similar operations.
- 3 I. "Install": Operations at Project site including unloading, temporarily storing, unpacking,  
4 assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing,  
5 protecting, cleaning, and similar operations.
- 6 J. "Provide": Furnish and install, complete and ready for the intended use.
- 7 K. "Project Site": Space available for performing construction activities. The extent of Project site  
8 is shown on Drawings and may or may not be identical with the description of the land on  
9 which Project is to be built.

10 1.3 INDUSTRY STANDARDS

- 11 A. Applicability of Standards: Unless the Contract Documents include more stringent  
12 requirements, applicable construction industry standards have the same force and effect as if  
13 bound or copied directly into the Contract Documents to the extent referenced. Such standards  
14 are made a part of the Contract Documents by reference.
- 15 B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless  
16 otherwise indicated.
- 17 C. Copies of Standards: Each entity engaged in construction on Project should be familiar with  
18 industry standards applicable to its construction activity. Copies of applicable standards are not  
19 bound with the Contract Documents.
- 20 1. Where copies of standards are needed to perform a required construction activity, obtain  
21 copies directly from publication source.

22 1.4 ABBREVIATIONS AND ACRONYMS

23 Industry Organizations: Where abbreviations and acronyms are used in Specifications or other  
24 Contract Documents, they shall mean the recognized name of the entities in the following list. Names,  
25 telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date  
26 as of the date of the Contract Documents. Also see abbreviations listed on the drawings. Not all  
27 organizations listed herein are necessarily represented in the project.

AA	Aluminum Association (The) www.aluminum.org	(703) 358-2960
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials	(202) 624-5800

AATCC	American Association of Textile Chemists and Colorists <a href="http://www.aatcc.org">www.aatcc.org</a>	(919) 549-8141
ABAA	Air Barrier Association of America <a href="http://www.airbarrier.org">www.airbarrier.org</a>	(866) 956-5888
ABMA	American Bearing Manufacturers Association <a href="http://www.abma-dc.org">www.abma-dc.org</a>	(202) 367-1155
ACI	American Concrete Institute <a href="http://www.concrete.org">www.concrete.org</a>	(248) 848-3700
ACPA	American Concrete Pipe Association <a href="http://www.concrete-pipe.org">www.concrete-pipe.org</a>	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) <a href="http://www.aeic.org">www.aeic.org</a>	(205) 257-2530
AF&PA	American Forest & Paper Association <a href="http://www.afandpa.org">www.afandpa.org</a>	(800) 878-8878 (202) 463-2700
AGA	American Gas Association <a href="http://www.aga.org">www.aga.org</a>	(202) 824-7000
AHAM	Association of Home Appliance Manufacturers <a href="http://www.aham.org">www.aham.org</a>	(202) 872-5955
AHRI	Air-Conditioning, Heating, and Refrigeration Institute, The <a href="http://www.ahrinet.org">www.ahrinet.org</a>	(703) 524-8800
AI	Asphalt Institute <a href="http://www.asphaltinstitute.org">www.asphaltinstitute.org</a>	(859) 288-4960
AIA	American Institute of Architects (The) <a href="http://www.aia.org">www.aia.org</a>	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction <a href="http://www.aisc.org">www.aisc.org</a>	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute <a href="http://www.steel.org">www.steel.org</a>	(202) 452-7100
AITC	American Institute of Timber Construction <a href="http://www.aitc-glulam.org">www.aitc-glulam.org</a>	(303) 792-9559
ALSC	American Lumber Standard Committee, Incorporated <a href="http://www.alsc.org">www.alsc.org</a>	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. <a href="http://www.amca.org">www.amca.org</a>	(847) 394-0150

ANSI	American National Standards Institute <a href="http://www.ansi.org">www.ansi.org</a>	(202) 293-8020
AOSA	Association of Official Seed Analysts <a href="http://www.aosaseed.com">www.aosaseed.com</a>	(505) 522-1437
APA	APA - The Engineered Wood Association <a href="http://www.apawood.org">www.apawood.org</a>	(253) 565-6600
APA	Architectural Precast Association <a href="http://www.archprecast.org">www.archprecast.org</a>	(239) 454-6989
API	American Petroleum Institute <a href="http://www.api.org">www.api.org</a>	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute <a href="http://www.ari.org">www.ari.org</a>	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association <a href="http://www.asphaltroofing.org">www.asphaltroofing.org</a>	(202) 207-0917
ASCE	American Society of Civil Engineers <a href="http://www.asce.org">www.asce.org</a>	(800) 548-2723 (703) 295-6300
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	
ASHRAE	American Society of Heating, Refrigerating and Air- Conditioning Engineers <a href="http://www.ashrae.org">www.ashrae.org</a>	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International) <a href="http://www.asme.org">www.asme.org</a>	(800) 843-2763
ASSE	American Society of Sanitary Engineering <a href="http://www.asse-plumbing.org">www.asse-plumbing.org</a>	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) <a href="http://www.astm.org">www.astm.org</a>	(610) 832-9500
ATIS	Alliance for Telecommunications Industry Solutions <a href="http://www.atis.org">www.atis.org</a>	(202) 628-6380
AWCMA	American Window Covering Manufacturers Association (Now WCMA)	
AWCI	AWCI International (Association of the Wall and Ceiling	(703) 534-8300

	Industries International) www.awci.org	
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWPA	American Wood Protection Association (Formerly: American Wood Preservers' Association) www.awpa.com	(205) 733-4077
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The)	(703) 620-0010
BICSI	BICSI, Inc. www.bicsi.org	(800) 242-7405 (813) 979-1991
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International) www.bifma.com	(616) 285-3963
BISSC	Baking Industry Sanitation Standards Committee www.bissc.org	(866) 342-4772
CCC	www.carpetcushion.org	
CDA	Copper Development Association	(800) 232-3282
CEA	Canadian Electricity Association www.canelect.ca	(613) 230-9263
CEA	Consumer Electronics Association www.ce.org	(866) 858-1555 (703) 907-7600
CFFA	www.chemicalfabricsandfilm.com	
CGA	Compressed Gas Association	(703) 788-2700

CIMA	Cellulose Insulation Manufacturers Association <a href="http://www.cellulose.org">www.cellulose.org</a>	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association <a href="http://www.cisca.org">www.cisca.org</a>	(630) 584-1919
CISPI	<a href="http://www.cispi.org">www.cispi.org</a>	
CLFMI	Chain Link Fence Manufacturers Institute	(301) 596-2583
CPA	Composite Panel Association <a href="http://www.pbmdf.com">www.pbmdf.com</a>	(703) 724-1128
CRI	Carpet and Rug Institute (The) <a href="http://www.carpet-rug.com">www.carpet-rug.com</a>	(800) 882-8846 (706) 278-3176
CRRC	<a href="http://www.coolroofs.org">www.coolroofs.org</a>	(510) 485-7175
CRSI	Concrete Reinforcing Steel Institute	(847) 517-1200
CRRC	Cool Roof Rating Council <a href="http://www.coolroofs.org">www.coolroofs.org</a>	(866) 465-2523 (510) 485-7175
CSA	Canadian Standards Association <a href="http://www.csa.ca">www.csa.ca</a>	(800) 463-6727 (416) 747-4000
CSA	(Formerly: IAS - International Approval Services) <a href="http://www.csa-international.org">www.csa-international.org</a>	(416) 747-4000
CSI	<a href="http://www.csinet.org">www.csinet.org</a>	(703) 684-0300
CSSB	Cedar Shake & Shingle Bureau	(604) 820-7700
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute)	(281) 583-4087
DHI	Door and Hardware Institute <a href="http://www.dhi.org">www.dhi.org</a>	(703) 222-2010
ECA	Electrical Components Association <a href="http://www.ec-central.org">www.ec-central.org</a>	(703)907-8024
EIA		

	<a href="http://www.eia.org">www.eia.org</a>	
EIMA	EIFS Industry Members Association	(800) 294-3462
EJCDC	Engineers Joint Contract Documents Committee <a href="http://content.asce.org/ejcdc/">http://content.asce.org/ejcdc/</a>	(703) 295-6000
EJMA	Expansion Joint Manufacturers Association, Inc. <a href="http://www.ejma.org">www.ejma.org</a>	(914) 332-0040
ESD	(Electrostatic Discharge Association) <a href="http://www.esda.org">www.esda.org</a>	
ETL SEMCO	(Formerly: ITS - Intertek Testing Service NA) <a href="http://www.intertek-etlsemko.com">www.intertek-etlsemko.com</a>	
FIBA	(The International Basketball Federation) <a href="http://www.fiba.com">www.fiba.com</a>	
FIVB	(The International Volleyball Federation) <a href="http://www.fivb.ch">www.fivb.ch</a>	
FM Approvals	<a href="http://www.fmglobal.com">www.fmglobal.com</a>	
FM Global	FM Global <a href="http://www.fmglobal.com">www.fmglobal.com</a>	(401) 275-3000
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.	(407) 671-3772
FSA	Fluid Sealing Association <a href="http://www.fluidsealing.com">www.fluidsealing.com</a>	(610) 971-4850
FSC	Forest Stewardship Council <a href="http://www.fsc.org">www.fsc.org</a>	49 228 367 66 0
GA	<a href="http://www.gypsum.org">www.gypsum.org</a>	(301) 277-8686
GANA	Glass Association of North America	(785) 271-0208
GRI	(Part of GSI)	

GS	<a href="http://www.greenseal.org">www.greenseal.org</a>	
GSI	Geosynthetic Institute	(610) 522-8440
HI	Hydronics Institute <a href="http://www.gamanet.org">www.gamanet.org</a>	(908) 464-8200
HI/GAMA	Hydronics Institute/Gas Appliance Manufacturers Association Division of Air-Conditioning, Heating, and Refrigeration Institute (AHRI) <a href="http://www.ahrinet.org">www.ahrinet.org</a>	(908) 464-8200
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)	
HPVA	<a href="http://www.hpva.org">www.hpva.org</a>	
HPW	H. P. White Laboratory, Inc.	(410) 838-6550
IAPSC	International Association of Professional Security Consultants <a href="http://www.iapsc.org">www.iapsc.org</a>	(515) 282-8192
ICBO	International Conference of Building Officials <a href="http://www.iccsafe.org">www.iccsafe.org</a>	(888) 422-7233
ICEA	<a href="http://www.icea.net">www.icea.net</a>	
ICRI	International Concrete Repair Institute, Inc.	(847) 827-0830
ICPA	International Cast Polymer Association <a href="http://www.icpa-hq.org">www.icpa-hq.org</a>	(703) 525-0320
IEC	International Electrotechnical Commission <a href="http://www.iec.ch">www.iec.ch</a>	41 22 919 02 11
IEEE	<a href="http://www.ieee.org">www.ieee.org</a>	
IES	Illuminating Engineering Society of North America	(703) 525-0320
IEST	Institute of Environmental Sciences and Technology <a href="http://www.iest.org">www.iest.org</a>	(847) 255-1561

IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510
ILI	www.iliai.com	
ISA	Instrumentation, Systems, and Automation Society, The	(919) 549-8411
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(877) 464-7732 (801) 341-7360
ITS	(Now ETL SEMCO)	
ITU	International Telecommunication Union	41 22 730 51 11
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LGSEA	Light Gauge Steel Engineers Association www.arcat.com	(202) 263-4488
LMA	(Now part of CPA)	
LPI	Lightning Protection Institute	(800) 488-6864
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MCA	Metal Construction Association www.metalconstruction.org	(847) 375-4718
MFMA	www.maplefloor.org	
MFMA	Metal Framing Manufacturers Association, Inc.	(312) 644-6610
MH	Material Handling (Now MHIA)	
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190

MIA	<a href="http://www.marble-institute.com">www.marble-institute.com</a>	
MPI	Master Painters Institute	(888) 674-8937
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. <a href="http://www.mss-hq.com">www.mss-hq.com</a>	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers <a href="http://www.naamm.org">www.naamm.org</a>	(630) 942-6591
NACE	(National Association of Corrosion Engineers International) <a href="http://www.nace.org">www.nace.org</a>	(281) 228-6200
NADCA	<a href="http://www.nadca.com">www.nadca.com</a>	
NAGWS	National Association for Girls and Women in Sport	(800) 213-7193, ext. 453
NAIMA	North American Insulation Manufacturers Association <a href="http://www.naima.org">www.naima.org</a>	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. <a href="http://www.nbgqa.com">www.nbgqa.com</a>	(800) 557-2848
NCAA	<a href="http://www.ncaa.org">www.ncaa.org</a>	
NCMA	National Concrete Masonry Association	(703) 713-1900
NCTA	National Cable & Telecommunications Association <a href="http://www.ncta.com">www.ncta.com</a>	(202) 222-2300
NEBB	National Environmental Balancing Bureau <a href="http://www.nebb.org">www.nebb.org</a>	(301) 977-3698
NECA	<a href="http://www.necanet.org">www.necanet.org</a>	
NeLMA	Northeastern Lumber Manufacturers' Association	(207) 829-6901
NEMA	National Electrical Manufacturers Association <a href="http://www.nema.org">www.nema.org</a>	(703) 841-3200

NETA	InterNational Electrical Testing Association www.netaworld.org	(888) 300-6382 (269) 488-6382
NFHS	www.nfhs.org	
NFPA	NFPA www.nfpa.org	(800) 344-3555
NFRC	National Fenestration Rating Council	(301) 589-1776
NGA	National Glass Association www.glass.org	(866) 342-5642 (703) 442-4890
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818
NLGA	www.nlga.org	
NOFMA	NOFMA: The Wood Flooring Manufacturers Association www.nofma.org	(901) 526-5016
NOMMA	National Ornamental & Miscellaneous Metals Association	(888) 516-8585
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSF	(National Sanitation Foundation International) www.nsf.org	(734) 769-8010
NSSGA	www.nssga.org	(703) 525-8788
NTMA	National Terrazzo & Mosaic Association, Inc. (The)	(800) 323-9736
NWFA	National Wood Flooring Association www.nwfa.org	(800) 422-4556 (636) 519-9663
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300

PDI	www.pdionline.org	(978) 557-0720
PGI	PVC Geomembrane Institute	(217) 333-3929
PTI	Post-Tensioning Institute www.post-tensioning.org	(248) 848-3180
RCSC	Research Council on Structural Connections www.boltcouncil.org	
RFCI	www.rfci.com	(706) 882-3833
RIS	Redwood Inspection Service	
SAE	SAE International www.sae.org	(877) 606-7323 (724) 776-4841
SCAQMD	South Coast Air Quality Management District www.aqmd.com	(909) 396-2000
SCTE	www.scte.org	(610) 363-6888
SDI	Steel Deck Institute	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(877) 294-5424 (516) 294-5424
SEI/ASCE	(See ASCE)	
SIA	Security Industry Association	(866) 817-8888
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMA	Screen Manufacturers Association www.smacentral.org	(561) 533-0991
SMACNA	National Association	

	<a href="http://www.smacna.org">www.smacna.org</a>	
SMPTE	<a href="http://www.smpte.org">www.smpte.org</a>	
SPFA	Spray Polyurethane Foam Alliance <a href="http://www.sprayfoam.org">www.sprayfoam.org</a>	(800) 523-6154
SPIB	Southern Pine Inspection Bureau (The)	(850) 434-2611
SPRI	Single Ply Roofing Industry <a href="http://www.spri.org">www.spri.org</a>	(781) 647-7026
SSINA	Specialty Steel Industry of North America <a href="http://www.ssina.com">www.ssina.com</a>	(800) 982-0355 (202) 342-8630
SSPC	<a href="http://www.sspc.org">www.sspc.org</a>	(412) 281-2331
STI	Steel Tank Institute	(847) 438-8265
SWI	Steel Window Institute <a href="http://www.steelwindows.com">www.steelwindows.com</a>	(216) 241-7333
SWPA	Submersible Wastewater Pump Association <a href="http://www.swpa.org">www.swpa.org</a>	(847) 681-1868
TCA	<a href="http://www.tilt-up.org">www.tilt-up.org</a>	
TCNA	Tile Council of North America, Inc.	(864) 646-8453
TEMA	Tubular Exchanger Manufacturers Association <a href="http://www.tema.org">www.tema.org</a>	(914) 332-0040
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance <a href="http://www.tiaonline.org">www.tiaonline.org</a>	(703) 907-7700
TMS	<a href="http://www.masonrysociety.org">www.masonrysociety.org</a>	
TPI	Truss Plate Institute, Inc.	(703) 683-1010
TPI	Turfgrass Producers International <a href="http://www.turfgrassod.org">www.turfgrassod.org</a>	(800) 405-8873 (847) 649-5555

TRI	Tile Roofing Institute www.tilerroofing.org	(312) 670-4177
UL	www.ul.com	(847) 272-8800
UNI	Uni-Bell PVC Pipe Association	(972) 243-3902
USAV	USA Volleyball www.usavolleyball.org	(888) 786-5539 (719) 228-6800
USGBC	U.S. Green Building Council www.usgbc.org	(800) 795-1747
USITT	www.usitt.org	(315) 463-6463
WASTE	Waste Equipment Technology Association	(800) 424-2869
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association www.wcmanet.org	(212) 297-2122
WDMA	(Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(312) 321-6802
WI	www.wicnet.org	
WMMPA	Wood Moulding & Millwork Producers Association	(800) 550-7889
WSRCA	Western States Roofing Contractors Association www.wsrca.com	(800) 725-0333 (650) 570-5441
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

- 1 A. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract  
2 Documents, they shall mean the recognized name of the entities in the following list. Names,  
3 telephone numbers, and Web sites are subject to change and are believed to be accurate and up-  
4 to-date as of the date of the Contract Documents.

5 PRIVATE tbl2  
DIN

[www.din.de](http://www.din.de)

IAPMO	International Association of Plumbing and Mechanical Officials	(909) 472-4100
ICC	International Code Council <a href="http://www.iccsafe.org">www.iccsafe.org</a>	(888) 422-7233
ICC-ES	ICC Evaluation Service, Inc. <a href="http://www.icc-es.org">www.icc-es.org</a>	(800) 423-6587 (562) 699-0543

1 B. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications  
2 or other Contract Documents, they shall mean the recognized name of the entities in the  
3 following list. Names, telephone numbers, and Web sites are subject to change and are believed  
4 to be accurate and up-to-date as of the date of the Contract Documents.

5 PRIVATE tbl3

COE	Army Corps of Engineers <a href="http://www.usace.army.mil">www.usace.army.mil</a>	
CPSC	Consumer Product Safety Commission <a href="http://www.cpsc.gov">www.cpsc.gov</a>	(800) 638-2772 (301) 504-7923
DOC	Department of Commerce <a href="http://www.commerce.gov">www.commerce.gov</a>	(202) 482-2000
DOD	Department of Defense <a href="http://dodssp.daps.dla.mil">http://dodssp.daps.dla.mil</a>	(215) 697-6257
DOE	Department of Energy <a href="http://www.energy.gov">www.energy.gov</a>	(202) 586-9220
EPA	Environmental Protection Agency	(202) 272-0167
FAA	Federal Aviation Administration <a href="http://www.faa.gov">www.faa.gov</a>	(866) 835-5322
FCC	Federal Communications Commission <a href="http://www.fcc.gov">www.fcc.gov</a>	(888) 225-5322
FDA	<a href="http://www.fda.gov">www.fda.gov</a>	
GSA	General Services Administration	(800) 488-3111
HUD	Department of Housing and Urban Development <a href="http://www.hud.gov">www.hud.gov</a>	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory	(510) 486-4000

[www.lbl.gov](http://www.lbl.gov)

NCHRP

(See TRB)

NIST National Institute of Standards and Technology (301) 975-6478

OSHA Occupational Safety & Health Administration (800) 321-6742  
[www.osha.gov](http://www.osha.gov) (202) 693-1999

PBS Public Buildings Service  
(See GSA)

PHS

<http://www.hhs.gov/ophs/>

RUS Rural Utilities Service (202) 720-9540

SD State Department (202) 647-4000  
[www.state.gov](http://www.state.gov)

TRB Transportation Research Board (202) 334-2934  
<http://gulliver.trb.org>

USDA

[www.usda.gov](http://www.usda.gov)

USP U.S. Pharmacopeia (800) 227-8772

USPS Postal Service (202) 268-2000  
[www.usps.com](http://www.usps.com)

- 1 C. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or  
2 other Contract Documents, they shall mean the recognized name of the standards and  
3 regulations in the following list. Names, telephone numbers, and Web sites are subject to  
4 change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

5 PRIVATE tbl4

ADAAG Americans with Disabilities Act (ADA)  
Architectural Barriers Act (ABA) (202) 272-0080  
Accessibility Guidelines for Buildings and Facilities  
Available from U.S. Access Board  
[www.access-board.gov](http://www.access-board.gov)

CFR Code of Federal Regulations (866) 512-1800  
Available from Government Printing Office (202) 512-1800  
[www.gpoaccess.gov/cfr/index.html](http://www.gpoaccess.gov/cfr/index.html)

DOD Department of Defense Military Specifications and Standards (215) 697-2664

Available from Department of Defense Single Stock Point  
<http://dodssp.daps.dla.mil>

DSCC Defense Supply Center Columbus  
(See FS)

FED-STD Federal Standard  
(See FS)

FS  
Available from Department of Defense Single Stock Point  
<http://dodssp.daps.dla.mil/>

[www.dsp.dla.mil](http://www.dsp.dla.mil)

Available from General Services Administration (202) 619-8925

Available from National Institute of Building Sciences (202) 289-7800  
[www.wbdg.org/ccb](http://www.wbdg.org/ccb)

FTMS Federal Test Method Standard  
(See FS)

MIL

MIL-STD (See MILSPEC)

MILSPEC  
Available from Department of Defense Single Stock Point  
<http://dodssp.daps.dla.mil>

UFAS  
Available from Access Board (202) 272-0080  
[www.access-board.gov](http://www.access-board.gov)

- 1 D. State Government Agencies: Where abbreviations and acronyms are used in Specifications or  
2 other Contract Documents, they shall mean the recognized name of the entities in the following  
3 list. Names, telephone numbers, and Web sites are subject to change and are believed to be  
4 accurate and up-to-date as of the date of the Contract Documents.

5 PRIVATE tbl5

CBHF  
[www.dca.ca.gov/bhfti](http://www.dca.ca.gov/bhfti) (916) 574-2041

CCR California Code of Regulations (916) 323-6815

CDHS California Department of Health Services (916) 445-

[www.dhcs.ca.gov](http://www.dhcs.ca.gov)

CDPH California Department of Public Health, Indoor Air Quality Section  
[www.cal-iaq.org](http://www.cal-iaq.org)

CPUC  
[www.cpuc.ca.gov](http://www.cpuc.ca.gov)

TFS Texas Forest Service  
<http://txforestservicetamu.edu>

- 1 PART 2 - PRODUCTS (Not Used)
- 2 PART 3 - EXECUTION (Not Used)
- 3 END OF SECTION 014200

1 SECTION 014500 - SAFETY PROCEDURES

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

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

6 1.2 SUMMARY

- 7 A. This Section includes requirements for safety procedures.
- 8 B. Related Sections: The following Sections contain requirements that relate to this Section.
- 9 1. Division 0 Section “General Conditions of the Contract for Construction”.

10 1.3 PRELIMINARY WORK

- 11 A. Prior to the start of and during the course of the Work (above and below ground) the Contractor  
12 shall make a thorough survey of the entire worksite to determine all potential hazards and  
13 notify the Owner in writing of any such hazards prior to the commencement of work, or within  
14 5 working days, which ever comes first. Workmen shall be made aware of those hazards and  
15 shall be instructed in procedures and the use of equipment for their protection. The Contractor  
16 shall verify the location and condition (“live” or “dead”) of all utilities on and near the worksite  
17 and take precautions to protect his employees, the general public, and the property.

18 1.4 IMMINENT DANGER

- 19 A. The Contractor shall be wholly responsible for any accidents, (including death) occurring at  
20 any time during the progress of the work and until the final acceptance of the work by the  
21 Owner, which may happen to any of his workmen or those of any Subcontractor employed on  
22 the project, or for any damage or injuries (including death) which his work and operations may  
23 cause to the work being constructed, or to existing buildings, or to any tenants and occupants of  
24 the property, or of the adjoining properties, or to the public, or to any public or private  
25 property.

26 1.5 SAFETY

- 27 A. The Contractor shall ensure that all employees, visitors, subcontractor’s employees, and  
28 suppliers’ employees, while on the work site, comply with the requirements of WISHA, these  
29 requirements, and the safety precautions contained in other Specifications Sections. The  
30 Contractor shall promptly and fully comply with, execute and, without separate charge thereof

1 to the Owner, shall enforce compliance with the provisions of the Washington Industrial Safety  
2 and Health Act of 1973, with particular attention paid, but not limited to, Chapter 296-155,  
3 WAC Safety Standards for Construction Work; with particular attention paid but not limited to  
4 Chapter 296-24 WAC General Safety and Health Standards; with particular attention paid but  
5 not limited to Chapters 296-27, 196-350 and 296-360 WAC regarding Administrative Safety  
6 and Health Act Chapter 49-17 RCW, and any addenda thereto.

7 B. The Contractor shall immediately advise the Owner of inspections conducted by WISHA at the  
8 work site, and shall transmit copies of citations and violations to the Owner and Architect.

9 1.6 SAFETY RESPONSIBILITIES

10 A. Contractor shall be responsible:

- 11 1. To ensure compliance with these requirements, WISHA requirements, and other safety  
12 requirements.
- 13 2. For authorizing immediate action to correct substandard safety conditions.
- 14 3. To review and act to ensure compliance with safety procedures with his supervisors,  
15 subcontractors, and suppliers.
- 16 4. To make thorough daily safety inspections of the work site and immediately act to  
17 eliminate unsafe acts and unsafe conditions.
- 18 5. To investigate worksite accidents and recommend immediate corrective action.
- 19 6. To assist in the preparation of accident investigation and reporting procedures.
- 20 7. For the control, availability, and use of safety equipment, including employee personal  
21 protective equipment.

22 1.7 HEALTH AND SAFETY PLAN:

- 23 A. Contractor shall generate and submit a health and safety plan for the project, including all  
24 aspects of project demolition, abatement, soil remediation, and new construction.
- 25 B. Architect will not comment on or approve the health and safety plan. Submission is for their  
26 reference only. All health and safety procedures are solely the Contractor's responsibility.

27 1.8 REQUEST FOR VARIANCES

- 28 A. Requests for variances to deviate from WISHA requirements must follow the current  
29 established procedures by that Agency.

30 1.9 FAILURE TO COMPLY

- 31 A. If the project is shut down due to the Contractor's failure to comply with the requirements of  
32 WISHA or other applicable safety requirements, no part of the time loss due to any such  
33 suspension of operations or stop orders shall be made the subject of a claim for extension of  
34 time or for increased cost or damage by the Contractor.

35 PART 2 - PRODUCTS (Not Applicable)

- 1 PART 3 - EXECUTION (Not Applicable)
- 2
- 3
- 4 END OF SECTION 014500



1 SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

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

6 1.2 SUMMARY

- 7 A. Section includes requirements for temporary utilities, support facilities, and security and  
8 protection facilities.

9 B. Related Requirements:

- 10 1. Division 01 Section "Summary" for work restrictions and limitations on utility  
11 interruptions.  
12 2. Division 31 Section "Erosion Control" for disposal of surface runoff at Project site.  
13 3. Division 32 Section "Asphalt Concrete Paving" for construction and maintenance of  
14 asphalt pavement for temporary roads and paved areas.  
15 4. Division 32 Section "Concrete Paving" for construction and maintenance of cement  
16 concrete pavement for temporary roads and paved areas.

17 1.3 USE CHARGES

- 18 A. General: Installation and removal of and use charges for temporary facilities shall be included  
19 in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services  
20 and facilities without cost, including, but not limited to, Owner's construction forces, Architect,  
21 Construction Manager, testing agencies, and authorities having jurisdiction.

- 22 B. Water Service: Pay water-service use charges for water used by all entities for construction  
23 operations. Municipal water service is available at the construction. Provide temporary water  
24 as required for construction operations. Coordinate with water provider.

- 25 C. Electric Power Service: Pay electric-power-service use charges for electricity used by all  
26 entities for construction operations.

27 1.4 INFORMATIONAL SUBMITTALS

- 28 A. Site Plan: Show temporary facilities, utility hookups, staging areas, field office trailers, and  
29 parking areas for construction personnel.

- 30 B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of DOE  
31 Construction Stormwater General Permit or authorities having jurisdiction, whichever is more  
32 stringent. Also see requirements of Division 31 Section "Erosion Control".

- 1 C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having  
2 jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention  
3 program.
- 4 D. Moisture-Protection Plan: Describe procedures and controls for protecting materials and  
5 construction from water absorption and damage.
- 6 1. Describe delivery, handling, and storage provisions for materials subject to water  
7 absorption or water damage.  
8 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating  
9 water intrusion into completed Work, and replacing water-damaged Work.  
10 3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials,  
11 plastering, and terrazzo grinding, and describe plans for dealing with water from these  
12 operations. Show procedures for verifying that wet construction has dried sufficiently to  
13 permit installation of finish materials.
- 14 E. Traffic Control Plan: for offsite utility and roadway connections as required by Mason County  
15 Department of Public Works, County Sheriff, or other jurisdictions or agencies.

16 1.5 QUALITY ASSURANCE

- 17 A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary  
18 electric service. Install service to comply with NFPA 70.
- 19 B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each  
20 temporary utility before use. Obtain required certifications and permits.

21 1.6 PROJECT CONDITIONS

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

26 PART 2 - PRODUCTS

27 2.1 MATERIALS

- 28 A. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick,  
29 galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel  
30 pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner  
31 and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide concrete or  
32 galvanized-steel bases for supporting posts.

- 1 2.2 TEMPORARY FACILITIES
- 2 A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature  
3 controls, and foundations adequate for normal loading.
- 4 B. Contractor's Field Office: Of sufficient size to accommodate needs of construction personnel  
5 and to accommodate Project meetings specified in other Division 01 Sections. Keep office  
6 clean and orderly. At a minimum, provide the following:
- 7 1. Furniture required for Project-site documents including file cabinets, plan tables, plan  
8 racks, and bookcases.
- 9 2. Conference room of sufficient size to accommodate meetings of at least 15 individuals.  
10 Provide electrical power service and 120-V ac duplex receptacles. Furnish room with  
11 conference table, chairs, and 4-foot- (1.2-m-) square tack and marker boards.
- 12 3. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68  
13 to 72 deg F (20 to 22 deg C).
- 14 4. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk  
15 height.
- 16 C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate  
17 materials and equipment for construction operations.
- 18 1. Store combustible materials apart from building.
- 19 D. Owner's Field Office: The Contractor shall provide the Owner with a portable Field Office on  
20 site, and shall be responsible for temporary utilities associated with the Owner's Field Office.  
21 The Owner's field office shall be of sufficient size to accommodate needs of both the Owner  
22 and the Architect in their project-related office activities and to accommodate Project meetings.  
23 Furnish and equip offices as follows:
- 24
- 25 1. (1) lockable access door.
- 26 2. Electrical power service.
- 27 3. Furnishings as specified. Used furnishings are acceptable, provided the furnishings are in  
28 good condition, to the reasonable satisfaction of the Owner.
- 29 4. Main Center Room of sufficient size to accommodate meetings of eight (8) individuals.  
30 Furnish the room as follows:
- 31 a. (1) 72" long conference table and (8) padded, swivel, height-adjustable conference  
32 chairs with adjustable arms.
- 33 b. (1) 42" deep x 60" long plan layout table with 14: deep shelf wall-mounted above  
34 table for specifications books and binders,
- 35 c. (1) 48" high x 60" long-dry-erase white board.
- 36 d. (1) operable, lockable window with horizontal mini blinds.
- 37 e. (1) landline telephone connection.
- 38 f. no fewer than one, 120-V ac duplex receptacle on each wall.
- 39 5. Private one (1) lockable office at each end of the Owner's Field office (two (2)) total, to  
40 accommodate the Owner at one end and the Architect at the other end. For each office,  
41 furnish as follows:
- 42 a. (1) operable, lockable window with horizontal mini blinds
- 43 b. (2) L-Shaped work stations with lockable drawers (36"x72" desk with 24"x60"  
44 return, minimum).
- 45 c. (2) height-adjustable, swivel office chairs with arms.

- 1 d. (2) 3-drawer lateral file cabinets
- 2 e. (2) 14" deep, x 36" long, x 42" high book cases
- 3 f. (2) 48"H x 60"long dry-erase white boards
- 4 g. Internet connection, land line phone connection
- 5 h. One 120-V ac duplex receptacle on each wall.
- 6 i. Printer connection/junction.
  
- 7 6. Fully functioning restroom (toilet and sink).
  
- 8 a. Hot and cold water
- 9 b. It is understood that the toilet room will not be fully functioning for sewerage until
- 10 the septic system is complete and fully functioning.
  
- 11
- 12 7. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68
- 13 to 72 deg F (20 to 22 deg C).
- 14 8. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk
- 15 height.
- 16 9. The Owner's Field Office will be placed adjacent to the Contractor's Temporary Field
- 17 Office.
- 18 10. The Contractor shall relocate the Owner's portable Field Office, if required due to site
- 19 needs and construction sequencing. The Contractor shall provide all work to relocate the
- 20 Owner's Field Office and to make it fully functional in the event of relocation.

## 21 2.3 EQUIPMENT

- 22 A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by
- 23 locations and classes of fire exposures.
  
- 24 B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented,
- 25 self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  
- 26 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating
- 27 units is prohibited.
- 28 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing
- 29 agency acceptable to authorities having jurisdiction, and marked for intended location
- 30 and application.
- 31 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for
- 32 temporary use during construction, provide filter with MERV of 8 at each return-air grille
- 33 in system and remove at end of construction and clean HVAC system as required in
- 34 Division 01 Section "Closeout Procedures."

## 35 PART 3 - EXECUTION

### 36 3.1 INSTALLATION, GENERAL

- 37 A. Locate facilities where they will serve Project adequately and result in minimum interference
- 38 with performance of the Work. Relocate and modify facilities as required by progress of the
- 39 Work.

- 1 B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities  
2 are no longer needed or are replaced by authorized use of completed permanent facilities.
- 3 3.2 TEMPORARY UTILITY INSTALLATION
- 4 A. General: Install temporary service or connect to existing service.
- 5 1. Arrange with utility company, Owner, and existing users for time when service can be  
6 interrupted, if necessary, to make connections for temporary services.
- 7 B. Sewers and Drainage: The Project has no access to a municipal sewage system.
- 8 1. Contractor shall utilize portable toilet facilities until such time that the project septic  
9 system is fully approved and operational.
- 10 C. Water Service: Install water service and distribution piping in sizes and pressures adequate for  
11 construction. Contractor shall be responsible for the operation and maintenance of all  
12 temporary water distribution systems used during construction and shall protect said systems  
13 from damage, wear, or injury due to operations or weather.
- 14 D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of  
15 construction personnel. Comply with requirements of authorities having jurisdiction for type,  
16 number, location, operation, and maintenance of fixtures and facilities.
- 17 E. Heating: Provide temporary heating required by construction activities for curing or drying of  
18 completed installations or for protecting installed construction from adverse effects of low  
19 temperatures or high humidity. Select equipment that will not have a harmful effect on  
20 completed installations or elements being installed.
- 21 F. Ventilation and Humidity Control: Provide temporary ventilation required by construction  
22 activities for curing or drying of completed installations or for protecting installed construction  
23 from adverse effects of high humidity. Select equipment that will not have a harmful effect on  
24 completed installations or elements being installed. Coordinate ventilation requirements to  
25 produce ambient condition required and minimize energy consumption.
- 26 1. Provide dehumidification systems when required to reduce substrate moisture levels to  
27 level required to allow installation or application of finishes.
- 28 G. Electric Power Service: Provide electric power service and distribution system of sufficient  
29 size, capacity, and power characteristics required for construction operations.
- 30 1. Install electric power service unless otherwise indicated.
- 31 H. Lighting: Provide temporary lighting with local switching that provides adequate illumination  
32 for construction operations, observations, inspections, and traffic conditions.
- 33 1. Install and operate temporary lighting that fulfills security and protection requirements  
34 without operating entire system.
- 35 2. Install lighting for Project identification sign.

- 1 I. Telephone / Communication Service: Provide temporary telephone service in common-use  
2 facilities for use by all construction personnel. Install one telephone line(s) for each field office.
- 3 1. Provide a dedicated telephone line for each facsimile machine in each field office
- 4 2. At each telephone, post a list of important telephone numbers.
- 5 a. Police and fire departments.
- 6 b. Ambulance service.
- 7 c. Contractor's home office.
- 8 d. Contractor's emergency after-hours telephone number.
- 9 e. Architect's office.
- 10 f. Engineers' offices.
- 11 g. Owner's office.
- 12 h. Principal subcontractors' field and home offices.
- 13 3. Provide superintendent with cellular telephone or portable two-way radio for use when  
14 away from field office.
- 15 4. Internet Service: Broadband internet service will be provided by the Owner at the Project  
16 site.

17 3.3 SUPPORT FACILITIES INSTALLATION

- 18 A. General: Comply with the following:
- 19 1. Provide construction for temporary offices, shops, and sheds located within construction  
20 area or within 30 feet (9 m) of building lines that is noncombustible according to  
21 ASTM E 136. Comply with NFPA 241.
- 22 2. Maintain support facilities until Architect schedules Substantial Completion inspection.  
23 Remove before Substantial Completion. Personnel remaining after Substantial  
24 Completion will be permitted to use permanent facilities, under conditions acceptable to  
25 Owner.
- 26 B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas  
27 adequate for construction operations. Locate temporary roads and paved areas within  
28 construction limits indicated on Drawings.
- 29 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment  
30 as required to minimize dust.
- 31 2. Coordinate elevations of temporary roads and paved areas with permanent roads and  
32 paved areas.
- 33 3. Prepare subgrade and install subbase and base for temporary roads and paved areas  
34 according to Division 31 Section "Earth Moving."
- 35 4. Recondition base after temporary use, including removing contaminated material,  
36 regrading, proofrolling, compacting, and testing.
- 37 C. Site Access Points: Contractor shall manage and maintain all access points to the site to provide  
38 a safe and clean point of entry for all passenger vehicles at all times to allow Owner access. At  
39 no time shall mud, gravel or other deleterious material be allowed to be tracked onto the  
40 adjacent road surface.

- 1 D. Traffic Controls: Comply with requirements of authorities having jurisdiction.
- 2 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
- 3 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- 4 E. Parking: Provide temporary parking areas for construction personnel, Owner and other project-
- 5 related vehicles.
- 6 F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction.
- 7 Maintain Project site, excavations, and construction free of water.
- 8 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or
- 9 adjoining properties or endanger permanent Work or temporary facilities.
- 10 2. Remove snow and ice as required to minimize accumulations.
- 11 G. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
- 12 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
- 13 2. Temporary Signs: Provide other signs as indicated and as required to inform public and
- 14 individuals seeking entrance to Project.
- 15 a. Provide temporary, directional signs for construction personnel and visitors.
- 16 3. Maintain and touchup signs so they are legible at all times.
- 17 H. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section
- 18 "Construction Waste Management and Disposal."
- 19 I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
- 20 1. Truck cranes and similar devices used for hoisting materials are considered "tools and
- 21 equipment" and not temporary facilities.
- 22 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION
- 23 A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities,
- 24 and other improvements at Project site and on adjacent properties, except those indicated to be
- 25 removed or altered. Repair damage to existing facilities. See the Civil Drawings and
- 26 Specifications for additional requirements.
- 27 B. Environmental Protection: Provide protection, operate temporary facilities, and conduct
- 28 construction as required to comply with environmental regulations and that minimize possible
- 29 air, waterway, and subsoil contamination or pollution or other undesirable effects. See the Civil
- 30 Drawings and Specifications for additional requirements.
- 31 1. Comply with work restrictions specified in Division 01 Section "Summary."
- 32 C. Temporary Erosion and Sedimentation Control: Comply with requirements of the current DOE
- 33 Construction Stormwater General Permit or authorities having jurisdiction, whichever is more
- 34 stringent and requirements specified in Division 31 Section "Erosion Control". See the Civil
- 35 Drawings and Specifications for additional requirements.

- 1 D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide  
2 barriers in and around excavations and subgrade construction to prevent flooding by runoff of  
3 stormwater from heavy rains. See the Civil Drawings and Specifications for additional  
4 requirements.
- 5 E. Pest Control: Engage pest-control service to recommend practices to minimize attraction and  
6 harboring of rodents, roaches, and other pests and to perform extermination and control  
7 procedures at regular intervals so Project will be free of pests and their residues at Substantial  
8 Completion. Perform control operations lawfully, using environmentally safe materials.
- 9 F. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure  
10 fence in a manner that will prevent people and animals from easily entering site except by  
11 entrance gates.
- 12 1. Extent of Fence: As required to enclose entire Project site or portion determined  
13 sufficient to accommodate construction operations.
- 14 2. Maintain security by limiting number of keys and restricting distribution to authorized  
15 personnel. Furnish one set of keys to Owner and one to the Construction Manager and  
16 one to the Architect.
- 17 G. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas  
18 of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft,  
19 and similar violations of security. Lock entrances at end of each work day.
- 20 H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having  
21 jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- 22 I. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated  
23 and as required by authorities having jurisdiction.
- 24 J. Temporary Enclosures: Provide temporary enclosures for protection of construction, in  
25 progress and completed, from exposure, foul weather, other construction operations, and similar  
26 activities. Provide temporary weathertight enclosure for building exterior.
- 27 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate  
28 temporary enclosures.
- 29 K. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types  
30 needed to protect against reasonably predictable and controllable fire losses. Comply with  
31 NFPA 241; manage fire-prevention program.
- 32 1. Prohibit smoking in construction areas.
- 33 2. Supervise welding operations, combustion-type temporary heating units, and similar  
34 sources of fire ignition according to requirements of authorities having jurisdiction.
- 35 3. Develop and supervise an overall fire-prevention and -protection program for personnel  
36 at Project site. Review needs with local fire department and establish procedures to be  
37 followed. Instruct personnel in methods and procedures. Post warnings and information.
- 38 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning  
39 sign stating that hoses are for fire-protection purposes only and are not to be removed.  
40 Match hose size with outlet size and equip with suitable nozzles.

- 1 3.5 MOISTURE AND MOLD CONTROL
- 2 A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document  
3 visible signs of mold that may appear during construction.
- 4 B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject  
5 to wetting and exposure and to airborne mold spores, protect as follows:
- 6 1. Protect porous materials from water damage.  
7 2. Protect stored and installed material from flowing or standing water.  
8 3. Keep porous and organic materials from coming into prolonged contact with concrete.  
9 4. Remove standing water from decks.  
10 5. Keep deck openings covered or dammed.
- 11 C. Partially Enclosed Construction Phase: After installation of weather barriers but before full  
12 enclosure and conditioning of buildings, when installed materials are still subject to infiltration  
13 of moisture and ambient mold spores, protect as follows:
- 14 1. Do not load or install drywall or other porous materials or components, or items with  
15 high organic content, into partially enclosed building.  
16 2. Keep interior spaces reasonably clean and protected from water damage.  
17 3. Periodically collect and remove waste containing cellulose or other organic matter.  
18 4. Discard or replace water-damaged material.  
19 5. Do not install material that is wet.  
20 6. Discard, replace, or clean stored or installed material that begins to grow mold.  
21 7. Perform work in a sequence that allows any wet materials adequate time to dry before  
22 enclosing the material in drywall or other interior finishes.
- 23 D. Controlled Construction Phase of Construction: After completing and sealing of the building  
24 enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
- 25 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.  
26 2. Use permanent HVAC system to control humidity.  
27 3. Comply with manufacturer's written instructions for temperature, relative humidity, and  
28 exposure to water limits.
- 29 a. Hygroscopic materials that may support mold growth, including wood and  
30 gypsum-based products, that become wet during the course of construction and  
31 remain wet for 48 hours are considered defective.  
32 b. Measure moisture content of materials that have been exposed to moisture during  
33 construction operations or after installation. Record readings beginning at time of  
34 exposure and continuing daily for 48 hours. Identify materials containing moisture  
35 levels higher than allowed. Report findings in writing to Architect.  
36 c. Remove materials that can not be completely restored to their manufactured  
37 moisture level within 48 hours.
- 38 3.6 OPERATION, TERMINATION, AND REMOVAL
- 39 A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and  
40 abuse, limit availability of temporary facilities to essential and intended uses.

- 1 B. Maintenance: Maintain facilities in good operating condition until removal.
- 2 1. Maintain operation of temporary enclosures, heating, cooling, humidity control,  
3 ventilation, and similar facilities on a 24-hour basis where required to achieve indicated  
4 results and to avoid possibility of damage.
- 5 C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.
- 6 D. Temporary Facility Changeover: Do not change over from using temporary security and  
7 protection facilities to permanent facilities until Substantial Completion.
- 8 E. Termination and Removal: Remove each temporary facility when need for its service has  
9 ended, when it has been replaced by authorized use of a permanent facility, or no later than  
10 Substantial Completion. Complete or, if necessary, restore permanent construction that may  
11 have been delayed because of interference with temporary facility. Repair damaged Work,  
12 clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
- 13 1. Materials and facilities that constitute temporary facilities are property of Contractor.  
14 Owner reserves right to take possession of Project identification signs.
- 15 2. Remove temporary roads and paved areas not intended for or acceptable for integration  
16 into permanent construction. Where area is intended for landscape development, remove  
17 soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove  
18 materials contaminated with road oil, asphalt and other petrochemical compounds, and  
19 other substances that might impair growth of plant materials or lawns. Repair or replace  
20 street paving, curbs, and sidewalks at temporary entrances, as required by authorities  
21 having jurisdiction.
- 22 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during  
23 construction period. Comply with final cleaning requirements specified in Division 01  
24 Section "Closeout Procedures."
- 25 END OF SECTION 015000

1 SECTION 016000 - PRODUCT REQUIREMENTS

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

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

6 1.2 SUMMARY

- 7 A. Section includes administrative and procedural requirements for selection of products for use in  
8 Project; product delivery, storage, and handling; manufacturers' standard warranties on  
9 products; special warranties; and comparable products.

10 B. Related Requirements:

- 11 1. Division 00 Section "Instructions to Bidders" for timing of requests for substitutions.  
12 2. Division 01 Section "Substitution Procedures" for procedures for requests for  
13 substitutions.  
14 3. Division 01 Section "References" for applicable industry standards for products  
15 specified.

16 1.3 DEFINITIONS

- 17 A. Products: Items obtained for incorporating into the Work, whether purchased for Project or  
18 taken from previously purchased stock. The term "product" includes the terms "material,"  
19 "equipment," "system," and terms of similar intent.

- 20 1. Named Products: Items identified by manufacturer's product name, including make or  
21 model number or other designation shown or listed in manufacturer's published product  
22 literature, that is current as of date of the Contract Documents.  
23 2. New Products: Items that have not previously been incorporated into another project or  
24 facility. Products salvaged or recycled from other projects are not considered new  
25 products.  
26 3. Comparable Product: Product that is demonstrated and approved through submittal  
27 process to have the indicated qualities related to type, function, dimension, in-service  
28 performance, physical properties, appearance, and other characteristics that equal or  
29 exceed those of specified product.

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

1 1.4 ACTION SUBMITTALS

2 A. Comparable Product Requests: Submit request for consideration of each comparable product.  
3 Identify product or fabrication or installation method to be replaced. Include Specification  
4 Section number and title and Drawing numbers and titles.

5 1. Include data to indicate compliance with the requirements specified in "Comparable  
6 Products" Article.

7 2. Architect's Action: If necessary, Architect will request additional information or  
8 documentation for evaluation within one week of receipt of a comparable product  
9 request. Architect will notify Contractor of approval or rejection of proposed comparable  
10 product request within 21 days of receipt of request, or 14 days of receipt of additional  
11 information or documentation, whichever is later.

12 a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."

13 b. Use product specified if Architect does not issue a decision on use of a comparable  
14 product request within time allocated.

15 B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01  
16 Section "Submittal Procedures." Show compliance with requirements.

17 1.5 QUALITY ASSURANCE

18 A. Compatibility of Options: If Contractor is given option of selecting between two or more  
19 products for use on Project, select product compatible with products previously selected, even if  
20 previously selected products were also options.

21 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

22 A. Deliver, store, and handle products using means and methods that will prevent damage,  
23 deterioration, and loss, including theft and vandalism. Comply with manufacturer's written  
24 instructions.

25 B. Delivery and Handling:

26 1. Schedule delivery to minimize long-term storage at Project site and to prevent  
27 overcrowding of construction spaces.

28 2. Coordinate delivery with installation time to ensure minimum holding time for items that  
29 are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other  
30 losses.

31 3. Deliver products to Project site in an undamaged condition in manufacturer's original  
32 sealed container or other packaging system, complete with labels and instructions for  
33 handling, storing, unpacking, protecting, and installing.

34 4. Inspect products on delivery to determine compliance with the Contract Documents and  
35 to determine that products are undamaged and properly protected.  
36  
37  
38

- 1 C. Storage:
- 2 1. Store products to allow for inspection and measurement of quantity or counting of units.
  - 3 2. Store materials in a manner that will not endanger Project structure.
  - 4 3. Store products that are subject to damage by the elements, under cover in a weathertight
  - 5 enclosure above ground, with ventilation adequate to prevent condensation.
  - 6 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of
  - 7 installation and concealment.
  - 8 5. Comply with product manufacturer's written instructions for temperature, humidity,
  - 9 ventilation, and weather-protection requirements for storage.
  - 10 6. Protect stored products from damage and liquids from freezing.

11 1.7 PRODUCT WARRANTIES

- 12 A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other
- 13 warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on
- 14 product warranties do not relieve Contractor of obligations under requirements of the Contract
- 15 Documents.
- 16 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a
  - 17 particular product and specifically endorsed by manufacturer to Owner.
  - 18 2. Special Warranty: Written warranty required by the Contract Documents to provide
  - 19 specific rights for Owner.
- 20 B. Special Warranties: Prepare a written document that contains appropriate terms and
- 21 identification, ready for execution.
- 22 1. Manufacturer's Standard Form: Modified to include Project-specific information and
  - 23 properly executed.
  - 24 2. Specified Form: When specified forms are included with the Specifications, prepare a
  - 25 written document using indicated form properly executed.
  - 26 3. See Divisions 02 through 44 Sections for specific content requirements and particular
  - 27 requirements for submitting special warranties.
- 28 C. Submittal Time: Comply with requirements in Division 01 Sections "Closeout Procedures" and
- 29 "Warranties."

30 PART 2 - PRODUCTS

31 2.1 PRODUCT SELECTION PROCEDURES

- 32 A. General Product Requirements: Provide products that comply with the Contract Documents,
- 33 are undamaged and, unless otherwise indicated, are new at time of installation.
- 34 1. Provide products complete with accessories, trim, finish, fasteners, and other items
  - 35 needed for a complete installation and indicated use and effect.

- 1           2.     Standard Products: If available, and unless custom products or nonstandard options are  
2           specified, provide standard products of types that have been produced and used  
3           successfully in similar situations on other projects.
- 4           3.     Owner reserves the right to limit selection to products with warranties not in conflict with  
5           requirements of the Contract Documents.
- 6           4.     Where products are accompanied by the term "as selected," Architect will make  
7           selection.
- 8           5.     Descriptive, performance, and reference standard requirements in the Specifications  
9           establish salient characteristics of products.
- 10          6.     Products shall be ASBESTOS, FORMALDEHYDE AND LEAD FREE.
- 11          7.     Or Equal and Or Approved: For products specified by name and accompanied by the  
12          term "or equal," or "or approved equal," or "or approved," or "or approved substitute"  
13          comply with requirements in Division 00 Section "Instructions to Bidders" and Division  
14          01 Section "Substitutions Procedures" to obtain approval for use of an unnamed product  
15          or manufacturer.
  
- 16         B.     Product Selection Procedures:
  - 17           1.     Product: Where Specifications name a single manufacturer and product, provide the  
18           named product that complies with requirements. Comparable products or substitutions  
19           for Contractor's convenience will not be considered.
  - 20           2.     Manufacturer/Source: Where Specifications name a single manufacturer or source,  
21           provide a product by the named manufacturer or source that complies with requirements.  
22           Comparable products or substitutions for Contractor's convenience will not be  
23           considered.
  - 24           3.     Products:
    - 25               a.     Restricted List: Where Specifications include a list of names of both  
26               manufacturers and products, provide one of the products listed that complies with  
27               requirements. Comparable products or substitutions for Contractor's convenience  
28               will not be considered unless indicated with the words "or approved substitute" or  
29               similar words, following the process as described herein for substitutions.
    - 30               b.     Non-restricted List: Where Specifications include a list of names of both available  
31               manufacturers and products, provide one of the products listed, or an unnamed  
32               product, that complies with requirements. Comply with requirements in  
33               "Comparable Products" Article for consideration of an unnamed product.
  - 34           4.     Manufacturers:
    - 35               a.     Restricted List: Where Specifications include a list of manufacturers' names,  
36               provide a product by one of the manufacturers listed that complies with  
37               requirements. Comparable products or substitutions for Contractor's convenience  
38               will not be considered unless indicated with the words "or approved substitute" or  
39               similar words, following the process as described herein for substitutions. .
    - 40               b.     Non-restricted List: Where Specifications include a list of available  
41               manufacturers, provide a product by one of the manufacturers listed, or a product  
42               by an unnamed manufacturer, that complies with requirements. Comply with  
43               requirements in "Comparable Products" Article for consideration of an unnamed  
44               manufacturer's product.

- 1           5.    Basis-of-Design Product: Where Specifications name a product, or refer to a product  
2           indicated on Drawings, and include a list of manufacturers, provide the specified or  
3           indicated product or a comparable product by one of the other named manufacturers, or  
4           an approved substitute where so indicated following the substitution request process  
5           required by the Contract Documents. Drawings and Specifications indicate sizes,  
6           profiles, dimensions, and other characteristics that are based on the product named.  
7           Comply with requirements in "Comparable Products" Article for consideration of an  
8           unnamed product by one of the other named manufacturers.
- 9           C.    Visual Matching Specification: Where Specifications require "match Architect's sample",  
10          provide a product that complies with requirements and matches Architect's sample. Architect's  
11          decision will be final on whether a proposed product matches.
- 12          1.    If no product available within specified category matches and complies with other  
13          specified requirements, comply with requirements in Division 01 Section "Substitution  
14          Procedures" for proposal of product.
- 15          D.    Visual Selection Specification: Where Specifications include the phrase "as selected by  
16          Architect from manufacturer's full range" or similar phrase, select a product that complies with  
17          requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's  
18          product line that includes both standard and premium items.

19    2.2    COMPARABLE PRODUCTS

- 20          A.    Conditions for Consideration: Architect will consider Contractor's request for comparable  
21          product when the following conditions are satisfied. If the following conditions are not  
22          satisfied, Architect may return requests without action, except to record noncompliance with  
23          these requirements:
- 24          1.    Evidence that the proposed product does not require revisions to the Contract Documents  
25          that it is consistent with the Contract Documents and will produce the indicated results,  
26          and that it is compatible with other portions of the Work.
- 27          2.    Detailed comparison of significant qualities of proposed product with those named in the  
28          Specifications. Significant qualities include attributes such as performance, weight, size,  
29          durability, visual effect, and specific features and requirements indicated.
- 30          3.    Evidence that proposed product provides specified warranty.
- 31          4.    List of similar installations for completed projects with project names and addresses and  
32          names and addresses of architects and owners, if requested.
- 33          5.    Samples, if requested.
- 34          6.    "Comparable Products" will only be considered where "Comparable Products" are  
35          specially noted as an acceptable option, and through the substitution request process  
36          where so indicated as an option.

37    PART 3 - EXECUTION (Not Used)

38    END OF SECTION 016000



1 SECTION 017300 - EXECUTION

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

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

6 1.2 SUMMARY

- 7 A. Section includes general administrative and procedural requirements governing execution of the  
8 Work including, but not limited to, the following:

- 9 1. Construction layout.  
10 2. Field engineering and surveying.  
11 3. Installation of the Work.  
12 4. Cutting and patching.  
13 5. Coordination of Owner-installed products.  
14 6. Progress cleaning.  
15 7. Starting and adjusting.  
16 8. Protection of installed construction.  
17 9. Correction of the Work.

18 B. Related Requirements:

- 19 1. Division 01 Section "Summary" for limits on use of Project site.  
20 2. Division 01 Section "Submittal Procedures" for submitting surveys.  
21 3. Division 01 Section "Closeout Procedures" for submitting final Project Record  
22 Documents, recording of Owner-accepted deviations from indicated lines and levels, and  
23 final cleaning.  
24 4. Division 07 Section "Penetration Firestopping" for patching penetrations in fire-rated  
25 construction.

26 1.3 DEFINITIONS

- 27 A. Cutting: Removal of in-place construction necessary to permit installation or performance of  
28 other work.

- 29 B. Patching: Fitting and repair work required to restore construction to original conditions after  
30 installation of other work.

31 1.4 INFORMATIONAL SUBMITTALS

- 32 A. Qualification Data: For land surveyor.

- 1 B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of  
2 improvements comply with requirements.
- 3 C. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time  
4 cutting and patching will be performed. Include the following information:
- 5 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.  
6 2. Changes to In-Place Construction: Describe anticipated results. Include changes to  
7 structural elements and operating components as well as changes in building appearance  
8 and other significant visual elements.  
9 3. Products: List products to be used for patching and firms or entities that will perform  
10 patching work.  
11 4. Dates: Indicate when cutting and patching will be performed.  
12 5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting  
13 and patching procedures will disturb or affect. List services and systems that will be  
14 relocated and those that will be temporarily out of service. Indicate length of time  
15 permanent services and systems will be disrupted.
- 16 D. Certified Surveys: Submit 4 copies signed by land surveyor.

17 1.5 QUALITY ASSURANCE

- 18 A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice  
19 in jurisdiction where Project is located and who is experienced in providing land-surveying  
20 services of the kind indicated.
- 21 B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of  
22 construction elements.
- 23 1. Structural Elements: When cutting and patching structural elements, notify Architect of  
24 locations and details of cutting and await directions from Architect before proceeding.  
25 Shore, brace, and support structural elements during cutting and patching. Do not cut and  
26 patch structural elements in a manner that could change their load-carrying capacity or  
27 increase deflection
- 28 2. Operational Elements: Do not cut and patch operating elements and related components  
29 in a manner that results in reducing their capacity to perform as intended or that results in  
30 increased maintenance or decreased operational life or safety. Operational elements  
31 include but are not limited to the following:
- 32 a. Primary operational systems and equipment.  
33 b. Fire separation assemblies.  
34 c. Air or smoke barriers.  
35 d. Fire-suppression systems.  
36 e. Mechanical systems piping and ducts.  
37 f. Control systems.  
38 g. Communication systems.  
39 h. Fire-detection and -alarm systems.  
40 i. Electrical wiring systems.  
41 j. Operating systems of special construction.

- 1           3.    Other Construction Elements: Do not cut and patch other construction elements or  
2           components in a manner that could change their load-carrying capacity, that results in  
3           reducing their capacity to perform as intended, or that results in increased maintenance or  
4           decreased operational life or safety. Other construction elements include but are not  
5           limited to the following:
- 6           a.    Water, moisture, or vapor barriers.  
7           b.    Membranes and flashings.  
8           c.    Equipment supports.  
9           d.    Piping, ductwork, vessels, and equipment.  
10          e.    Noise- and vibration-control elements and systems.
- 11          4.    Visual Elements: Do not cut and patch construction in a manner that results in visual  
12          evidence of cutting and patching. Do not cut and patch exposed construction in a manner  
13          that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and  
14          replace construction that has been cut and patched in a visually unsatisfactory manner.
- 15          C.    Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved  
16          in cutting and patching, including mechanical and electrical trades. Review areas of potential  
17          interference and conflict. Coordinate procedures and resolve potential conflicts before  
18          proceeding.
- 19          D.    Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written  
20          recommendations and instructions for installation of products and equipment.

21   PART 2 - PRODUCTS

22   2.1    MATERIALS

- 23          A.    General: Comply with requirements specified in other Sections.
- 24                  1.    For projects requiring compliance with sustainable design and construction practices and  
25                  procedures, use products for patching that comply with requirements in Division 01  
26                  sustainable design requirements Section.
- 27          B.    In-Place Materials: Use materials for patching identical to in-place materials. For exposed  
28          surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent  
29          possible.
- 30                  1.    If identical materials are unavailable or cannot be used, use materials that, when installed,  
31                  will provide a match acceptable to Architect for the visual and functional performance of  
32                  in-place materials.

1 PART 3 - EXECUTION

2 3.1 EXAMINATION

3 A. Existing Conditions: The existence and location of underground and other utilities and  
4 construction indicated as existing are not guaranteed. Before beginning site work, investigate  
5 and verify the existence and location of underground utilities, mechanical and electrical  
6 systems, and other construction affecting the Work.

7 1. Before construction, verify the location and invert elevation at points of connection of  
8 sanitary sewer, storm sewer, and water-service piping; underground electrical services,  
9 and other utilities.

10 2. Furnish location data for work related to Project that must be performed by public  
11 utilities serving Project site.

12 B. Examination and Acceptance of Conditions: Before proceeding with each component of the  
13 Work, examine substrates, areas, and conditions, with Installer or Applicator present where  
14 indicated, for compliance with requirements for installation tolerances and other conditions  
15 affecting performance. Record observations.

16 1. Verify compatibility with and suitability of substrates, including compatibility with  
17 existing finishes or primers.

18 2. Examine rough-in for mechanical and electrical systems to verify actual locations of  
19 connections before equipment and fixture installation.

20 3. Examine walls, floors, and roofs for suitable conditions where products and systems are  
21 to be installed.

22 4. Proceed with installation only after unsatisfactory conditions have been corrected.  
23 Proceeding with the Work indicates acceptance of surfaces and conditions.  
24

25 C. Written Report: Where a written report listing conditions detrimental to performance of the  
26 Work is required by other Sections, include the following:

27 1. Description of the Work.

28 2. List of detrimental conditions, including substrates.

29 3. List of unacceptable installation tolerances.

30 4. Recommended corrections.

31 D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding  
32 with the Work indicates acceptance of surfaces and conditions.

33 3.2 PREPARATION

34 A. Existing Utility Information: Furnish information to local utility, Architect and Construction  
35 Manager that is necessary to adjust, move, or relocate existing utility structures, utility poles,  
36 lines, services, or other utility appurtenances located in or affected by construction. Coordinate  
37 with authorities having jurisdiction.

38 B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck  
39 measurements before installing each product. Where portions of the Work are indicated to fit to

- 1 other construction, verify dimensions of other construction by field measurements before  
2 fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the  
3 Work.
- 4 C. Space Requirements: Verify space requirements and dimensions of items shown  
5 diagrammatically on Drawings.
- 6 D. Review of Contract Documents and Field Conditions: Immediately upon discovery of the need  
7 for clarification of the Contract Documents caused by differing field conditions outside the  
8 control of Contractor, submit a request for information to Architect according to requirements in  
9 Division 01 Section "Project Management and Coordination."
- 10
- 11 1. Acceptance of Site Topography: The Contract Documents includes a topographic survey  
12 map of the existing site conditions. It is the responsibility of the Contractor, prior to  
13 commencing with the Work, to confirm and verify that the topographic elevations of the  
14 entire site are consistent with the information provided.
- 15
- 16 a. Prior to commencement of the Work, the Contractor shall inspect and check the  
17 site and provide a letter of acceptance of the existing site conditions and confirm  
18 that all specified improvements will be accomplished within the Bid Price. This  
19 acceptance may require independent survey services, to be included in the  
20 Contractor's Bid Price, to confirm that the actual site elevations are consistent with  
21 the elevations indicated on the Civil Drawings. Differences on the tenth (0.10) or  
22 less, higher or lower than the grades indicated on the Civil Drawings, shall be  
23 considered consistent and warrant no further entitlement to the Contractor.

24 3.3 CONSTRUCTION LAYOUT

- 25 A. Verification: Before proceeding to lay out the Work, verify layout information shown on  
26 Drawings, in relation to the property survey and existing benchmarks. If discrepancies are  
27 discovered, notify Architect promptly.
- 28 B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
- 29 1. Establish benchmarks and control points to set lines and levels at each story of  
30 construction and elsewhere as needed to locate each element of Project.
- 31 2. Establish limits on use of Project site.
- 32 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain  
33 required dimensions.
- 34 4. Inform installers of lines and levels to which they must comply.
- 35 5. Check the location, level and plumb, of every major element as the Work progresses.
- 36 6. Notify Architect when deviations from required lines and levels exceed allowable  
37 tolerances.
- 38 C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill  
39 and topsoil placement, utility slopes, and rim and invert elevations.
- 40 D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building  
41 foundations, column grids, and floor levels, including those required for mechanical and

1 electrical work. Transfer survey markings and elevations for use with control lines and levels.  
2 Level foundations and piers from two or more locations.

3 E. Record Log: Maintain a log of layout control work. Record deviations from required lines and  
4 levels. Include beginning and ending dates and times of surveys, weather conditions, name and  
5 duty of each survey party member, and types of instruments and tapes used. Make the log  
6 available for reference by Architect and Construction Manager.

7 3.4 FIELD ENGINEERING

8 A. Identification: Owner will identify existing benchmarks, control points, and property corners  
9 via the Owner's site survey which is included as additional information available to the  
10 Contractor in the Bid Documents.

11 B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference  
12 points before beginning the Work. Preserve and protect permanent benchmarks and control  
13 points during construction operations.

14 1. Do not change or relocate existing benchmarks or control points without prior written  
15 approval of Architect. Report lost or destroyed permanent benchmarks or control points  
16 promptly. Report the need to relocate permanent benchmarks or control points to  
17 Architect before proceeding.

18 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base  
19 replacements on the original survey control points.

20 C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site  
21 at all times, referenced to data established by survey control points. Comply with authorities  
22 having jurisdiction for type and size of benchmark.

23 1. Record benchmark locations, with horizontal and vertical data, on Project Record  
24 Documents.

25 2. Where the actual location or elevation of layout points cannot be marked, provide  
26 temporary reference points sufficient to locate the Work.

27 3. Remove temporary reference points when no longer needed. Restore marked  
28 construction to its original condition.

29 D. Certified Survey: On completion of foundation walls, major site improvements, and other work  
30 requiring field-engineering services, prepare a certified survey showing dimensions, locations,  
31 angles, and elevations of construction and sitework.

32 3.5 INSTALLATION

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

35 1. Make vertical work plumb and make horizontal work level.

36 2. Where space is limited, install components to maximize space available for maintenance  
37 and ease of removal for replacement.

38 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

- 1           4.     Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces and  
2                 90 inches (2300 mm) in unoccupied spaces, unless noted otherwise.
- 3           B.     Comply with manufacturer's written instructions and recommendations for installing products in  
4                 applications indicated.
- 5           C.     Install products at the time and under conditions that will ensure the best possible results.  
6                 Maintain conditions required for product performance until Substantial Completion.
- 7           D.     Conduct construction operations so no part of the Work is subjected to damaging operations or  
8                 loading in excess of that expected during normal conditions of occupancy.
- 9           E.     Sequence the Work and allow adequate clearances to accommodate movement of construction  
10                 items on site and placement in permanent locations.
- 11          F.     Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- 12          G.     Templates: Obtain and distribute to the parties involved templates for work specified to be  
13                 factory prepared and field installed. Check Shop Drawings of other work to confirm that  
14                 adequate provisions are made for locating and installing products to comply with indicated  
15                 requirements.
- 16          H.     Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size  
17                 and number to securely anchor each component in place, accurately located and aligned with  
18                 other portions of the Work. Where size and type of attachments are not indicated, verify size  
19                 and type required for load conditions.
- 20          1.     Mounting Heights: Where mounting heights are not indicated, mount components at  
21                 heights directed by Architect. Except as otherwise indicated, mount individual units of  
22                 work at industry recognized standard mounting heights, for applications indicated. See  
23                 Standard Mounting Heights indicated in drawings. Refer questionable mounting height  
24                 choices to Architect for final decision. See the Drawings for Typical Mounting Heights,  
25                 and Interior Elevations for specific mounting heights, plus other drawings and detail  
26                 sections.
- 27          2.     Allow for building movement, including thermal expansion and contraction.
- 28          3.     Coordinate installation of anchorages. Furnish setting drawings, templates, and  
29                 directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and  
30                 items with integral anchors, that are to be embedded in concrete or masonry. Deliver  
31                 such items to Project site in time for installation.
- 32          I.     Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated,  
33                 arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- 34          J.     Hazardous Materials: Use products, cleaners, and installation materials that are not considered  
35                 hazardous.
- 36    3.6     CUTTING AND PATCHING
- 37          A.     Cutting and Patching, General: Employ skilled workers to perform cutting and patching.  
38                 Proceed with cutting and patching at the earliest feasible time, and complete without delay.

- 1 1. Cut in-place construction to provide for installation of other components or performance  
2 of other construction, and subsequently patch as required to restore surfaces to their  
3 original condition.
- 4 2. Cut existing construction to provide for installation of other components or performance  
5 of other construction, and subsequently patch as required to restore surfaces to their  
6 original condition.
- 7 3. Contractor shall provide cutting and patching for all chases and openings as required for  
8 installation of the work of all trades by performing the work with his/her own forces, or  
9 by having his/her subcontractors perform this work.
- 10 4. Do not cut-and-patch structural work in a manner resulting in reduction of load-carrying  
11 capacity or load/deflection ratio; submit proposed cutting and patching to Architect for  
12 structural approval before proceeding.
- 13 5. Do not cut-and-patch operational elements and safety-related components in a manner  
14 resulting in reduction of capacities to perform in manner intended or resulting in  
15 decreased operational life, increased maintenance, or decreased safety.
- 16 6. Do not cut-and-patch work which is exposed on exterior or exposed in occupied spaces of  
17 building, in a manner resulting in reduction of visual qualities or resulting in substantial  
18 evidence of cut-and-patch work, both as judged solely by Architect.
- 19 7. Remove and replace work judged by Architect to be cut-and-patched in a visually  
20 unsatisfactory manner.
  
- 21 B. Temporary Support: Provide temporary support of work to be cut.
  
- 22 C. Protection: Protect in-place construction during cutting and patching to prevent damage.  
23 Provide protection from adverse weather conditions for portions of Project that might be  
24 exposed during cutting and patching operations.
  
- 25 D. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar  
26 operations, including excavation, using methods least likely to damage elements retained or  
27 adjoining construction. If possible, review proposed procedures with original Installer; comply  
28 with original Installer's written recommendations.
  
- 29 1. In general, use hand or small power tools designed for sawing and grinding, not  
30 hammering and chopping. Cut holes and slots neatly to minimum size required, and with  
31 minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
- 32 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
- 33 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a  
34 diamond-core drill.
- 35 4. Excavating and Backfilling: Comply with requirements in applicable Division 31  
36 Sections where required by cutting and patching operations.
- 37 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be  
38 removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent  
39 entrance of moisture or other foreign matter after cutting.
- 40 6. Proceed with patching after construction operations requiring cutting are complete.
  
- 41 E. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations  
42 following performance of other work. Patch with durable seams that are as invisible as  
43 practicable. Provide materials and comply with installation requirements specified in other  
44 Sections, where applicable.

- 1 1. Inspection: Where feasible, test and inspect patched areas after completion to  
2 demonstrate physical integrity of installation.
- 3 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish  
4 restoration into retained adjoining construction in a manner that will minimize evidence  
5 of patching and refinishing.
  - 6 a. Clean piping, conduit, and similar features before applying paint or other finishing  
7 materials.
  - 8 b. Restore damaged pipe covering to its original condition.
- 9 3. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane  
10 surface of uniform appearance.
- 11 4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a  
12 weathertight condition, ensures thermal and moisture integrity of building enclosure, and  
13 provides a visually satisfactory appearance as determined by the architect.
- 14 F. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint,  
15 mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 16 3.7 OWNER-INSTALLED PRODUCTS

- 17 A. Site Access: Provide access to Project site for Owner's personnel.
- 18 B. Coordination: Coordinate construction and operations of the Work with work performed by  
19 Owner's construction personnel.
  - 20 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule  
21 for Owner's portion of the Work. Adjust construction schedule based on a mutually  
22 agreeable timetable. Notify Owner if changes to schedule are required due to differences  
23 in actual construction progress.
  - 24 2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation  
25 conferences covering portions of the Work that are to receive Owner's work. Attend  
26 preinstallation conferences conducted by Owner's construction personnel if portions of  
27 the Work depend on Owner's construction.

### 28 3.8 PROGRESS CLEANING

- 29 A. General: Clean Project site and work areas daily, including common areas. Enforce  
30 requirements strictly. Dispose of materials lawfully.
  - 31 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and  
32 debris.
  - 33 2. Do not hold waste materials more than seven days during normal weather or three days if  
34 the temperature is expected to rise above 80 deg F (27 deg C).
  - 35 3. Containerize hazardous and unsanitary waste materials separately from other waste.  
36 Mark containers appropriately and dispose of legally, according to regulations.
    - 37 a. Use containers intended for holding waste materials of type to be stored.

- 1 B. Site: Maintain Project site free of waste materials and debris.
- 2 C. Access Points: Keep access points free from mud, gravel, or other deleterious materials that  
3 may be tracked onto the adjacent road. The access shall be suitable for passenger vehicles at all  
4 times.
- 5 D. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for  
6 proper execution of the Work.
- 7 1. Remove liquid spills promptly.  
8 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the  
9 entire work area, as appropriate.
- 10 E. Installed Work: Keep installed work clean. Clean installed surfaces according to written  
11 instructions of manufacturer or fabricator of product installed, using only cleaning materials  
12 specifically recommended. If specific cleaning materials are not recommended, use cleaning  
13 materials that are not hazardous to health or property and that will not damage exposed surfaces.
- 14 F. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- 15 G. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure  
16 freedom from damage and deterioration at time of Substantial Completion.
- 17 H. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials  
18 down sewers or into waterways. Comply with waste disposal requirements in Division 01  
19 Section "Construction Waste Management and Disposal."
- 20 I. During handling and installation, clean and protect construction in progress and adjoining  
21 materials already in place. Apply protective covering where required to ensure protection from  
22 damage or deterioration at Substantial Completion.
- 23 J. Clean and provide maintenance on completed construction as frequently as necessary through  
24 the remainder of the construction period. Adjust and lubricate operable components to ensure  
25 operability without damaging effects.
- 26 K. Limiting Exposures: Supervise construction operations to assure that no part of the  
27 construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise  
28 deleterious exposure during the construction period. Where applicable, such exposures include,  
29 but are not limited to, the following:
- 30 1. Excessive static or dynamic loading.  
31 2. Excessive internal or external pressures.  
32 3. Excessively high or low temperatures.  
33 4. Thermal shock.  
34 5. Excessively high or low humidity.  
35 6. Air contamination or pollution.  
36 7. Water or ice.  
37 8. Solvents.  
38 9. Chemicals.  
39 10. Light.  
40 11. Radiation.

- 1 12. Puncture.
- 2 13. Abrasion.
- 3 14. Heavy traffic.
- 4 15. Soiling, staining, and corrosion.
- 5 16. Bacteria.
- 6 17. Mold.
- 7 18. Rodent and insect infestation.
- 8 19. Combustion.
- 9 20. Electrical current.
- 10 21. High-speed operation.
- 11 22. Improper lubrication.
- 12 23. Unusual wear or other misuse.
- 13 24. Contact between incompatible materials.
- 14 25. Destructive testing.
- 15 26. Misalignment.
- 16 27. Excessive weathering.
- 17 28. Unprotected storage.
- 18 29. Improper shipping or handling.
- 19 30. Theft.
- 20 31. Vandalism.

21 3.9 STARTING AND ADJUSTING

- 22 A. Coordinate startup and adjusting of equipment and operating components with requirements in  
23 Division 01 Section "General Commissioning Requirements."
- 24 B. Start equipment and operating components to confirm proper operation. Remove  
25 malfunctioning units, replace with new units, and retest.
- 26 C. Adjust equipment for proper operation. Adjust operating components for proper operation  
27 without binding.
- 28 D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties.  
29 Replace damaged and malfunctioning controls and equipment.
- 30 E. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section  
31 "Quality Requirements."

32 3.10 PROTECTION OF INSTALLED CONSTRUCTION

- 33 A. Provide final protection and maintain conditions that ensure installed Work is without damage  
34 or deterioration at time of Substantial Completion.
- 35 B. Comply with manufacturer's written instructions for temperature and relative humidity.

36 END OF SECTION 017300



1 SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

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

6 1.2 SUMMARY

- 7 A. Section includes administrative and procedural requirements for the following:

- 8 1. Salvaging nonhazardous construction waste.  
9 2. Recycling nonhazardous construction waste.  
10 3. Disposing of nonhazardous construction waste.

- 11 B. Related Requirements:

- 12  
13 1. Division 31 Section "Site Clearing" for disposition of waste resulting from site clearing  
14 and removal of above- and below-grade improvements.

15 1.3 SUSTAINABLE DESIGN WASTE MANAGEMENT GOALS

- 16 A. It is the Owners goal and a project requirements, that 95% of all construction waste land clear-  
17 ing debris shall be diverted from the landfill disposal.

- 18  
19 1. Contractor's Resources for compliance:  
20 a. [www.resourceventure.org/recycler-database](http://www.resourceventure.org/recycler-database)  
21 b. [www.einet.net](http://www.einet.net)  
22 c. Or other resources acceptable to the owner facilitating waste management goals.  
23

24 1.4 DEFINITIONS

- 25 A. Construction Waste: Building and site improvement materials and other solid waste resulting  
26 from construction, remodeling, renovation, or repair operations. Construction waste includes  
27 packaging.

- 28 B. Demolition Waste: Building and site improvement materials resulting from demolition or  
29 selective demolition operations.

- 1 C. Disposal: Removal off-site of demolition and construction waste and subsequent sale,  
2 recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having  
3 jurisdiction.
- 4 D. Recycle: Recovery of demolition or construction waste for subsequent processing in  
5 preparation for reuse.
- 6 E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another  
7 facility.
- 8 F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent  
9 incorporation into the Work.

10 1.5 PERFORMANCE REQUIREMENTS

11 A. General: Achieve End-of-Project rates for salvage/recycling of **95** percent by weight of total  
12 non-hazardous solid waste generated by the Work. Practice efficient waste management in the  
13 use of materials in the course of the Work. Use all reasonable means to divert construction and  
14 demolition waste from landfills and incinerators. Facilitate recycling and salvage of  
15 materials, including the following:

16 1. Construction Waste:

- 17 a. Lumber.
- 18 b. Wood sheet materials.
- 19 c. Wood trim.
- 20 d. Metals.
- 21 e. Roofing.
- 22 f. Insulation.
- 23 g. Carpet and pad.
- 24 h. Gypsum board.
- 25 i. Piping.
- 26 j. Electrical conduit.
- 27 k. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph  
28 above, salvage or recycle 100 percent of the following uncontaminated packaging  
29 materials:

- 30 1) Paper.
- 31 2) Cardboard.
- 32 3) Boxes.
- 33 4) Plastic sheet and film.
- 34 5) Polystyrene packaging.
- 35 6) Wood crates.
- 36 7) Pallets.
- 37 8) Plastic pails.

38 2. Construction Office Waste:

- 39 a. Office paper.
- 40 b. Beverage containers.

- 1 c. Printer cartridges.
- 2 d. Cardboard.

3 1.6 ACTION SUBMITTALS

4 A. Waste Management Plan: Submit plan within seven (7) calendar days of date established for  
5 the Notice to Proceed. Draft Waste Management Plan will be reviewed by the Architect for  
6 comment and approval.

- 7 1. The plan is checked for the haulers, recyclers and disposal facilities, to include recycling,  
8 general waste and hazardous waste facilities.
- 9 2. Plan review comments are made by the Owner and Architect. Once an acceptable  
10 response is received the plan is approved.

11 1.7 INFORMATIONAL SUBMITTALS

12 A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit  
13 report. Use monthly recycling report from selected recycling service. Include the following  
14 information:

- 15 1. Material category.
- 16 2. Generation point of waste.
- 17 3. Total quantity of waste in tons (tonnes).
- 18 4. Quantity of waste salvaged, both estimated and actual in tons (tonnes).
- 19 5. Quantity of waste recycled, both estimated and actual in tons (tonnes).
- 20 6. Total quantity of waste recovered (salvaged plus recycled) in tons (tonnes).
- 21 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

22 B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated  
23 end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated  
24 by the Work.

25 C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to  
26 individuals and organizations. Indicate whether organization is tax exempt.

27 D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and  
28 organizations. Indicate whether organization is tax exempt.

29 E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste  
30 by recycling and processing facilities licensed to accept them. Include manifests, weight  
31 tickets, receipts, and invoices.

32 F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills  
33 and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts,  
34 and invoices.

35 G. Qualification Data: For waste management coordinator.

1 1.8 QUALITY ASSURANCE

2 A. Waste Manager: The Contractor shall designate an on-site party (or parties) responsible for  
3 instructing workers, overseeing and documenting results of the Waste Management Plan for the  
4 Project.

5 B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having  
6 jurisdiction.

7 C. Waste Management Conference: Conduct conference at Project site to comply with  
8 requirements in Division 01 Section "Project Management and Coordination." Review methods  
9 and procedures related to waste management including, but not limited to, the following:

- 10 1. Review and discuss waste management plan including responsibilities of waste  
11 management coordinator.
- 12 2. Review requirements for documenting quantities of each type of waste and its  
13 disposition.
- 14 3. Review and finalize procedures for materials separation and verify availability of  
15 containers and bins needed to avoid delays.
- 16 4. Review procedures for periodic waste collection and transportation to recycling and  
17 disposal facilities.
- 18 5. Review waste management requirements for each trade.

19 1.9 WASTE MANAGEMENT PLAN

20 A. General: Develop a waste management plan according to ASTM E 1609 and requirements in  
21 this Section. Plan shall consist of waste identification, waste reduction work plan, and  
22 cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure  
23 throughout waste management plan.

24 1. The Contractor shall distribute copies of the Waste Management Plan to the Job-Site  
25 Supervisor, each Subcontractor, the Owner and the Architect.

26 B. Waste Identification: Indicate anticipated types and quantities of site-clearing and construction  
27 waste generated by the Work. Include estimated quantities and assumptions for estimates.

- 28 1. The Contractor shall provide on-site instructions of appropriate separation, handling  
29 separation, handling, and recycling salvage, reuse, and return methods to be used by all  
30 parties prior to the start of each parties work.
- 31 2. Separation Facilities: The Contractor shall lay out and label a specific area to facilitate  
32 separation of materials for potential recycling, salvage, reuse and return. Recycling and  
33 waste bin areas are to be kept clean and clearly marked in order to avoid contamination of  
34 materials.

35 C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled,  
36 or disposed of in landfill or incinerator. Include points of waste generation, total quantity of  
37 each type of waste, quantity for each means of recovery, and handling and transportation  
38 procedures.

- 1 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this  
2 Project, describe methods for preparing salvaged materials before incorporation into the  
3 Work.
- 4 2. Salvaged Materials for Sale: For materials that will be sold to individuals and  
5 organizations, include list of their names, addresses, and telephone numbers.
- 6 3. Salvaged Materials for Donation: For materials that will be donated to individuals and  
7 organizations, include list of their names, addresses, and telephone numbers.
- 8 4. Recycled Materials: Include list of local receivers and processors and type of recycled  
9 materials each will accept. Include names, addresses, and telephone numbers.
- 10 5. Disposed Materials: Indicate how and where materials will be disposed of. Include  
11 name, address, and telephone number of each landfill and incinerator facility.
- 12 6. Handling and Transportation Procedures: Include method that will be used for separating  
13 recyclable waste including sizes of containers, container labeling, and designated location  
14 where materials separation will be performed.
  
- 15 D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste  
16 management plan and net additional cost or net savings resulting from implementing waste  
17 management plan. Include the following:
  - 18 1. Total quantity of waste.
  - 19 2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of  
20 collection containers for each type of waste.
  - 21 3. Total cost of disposal (with no waste management).
  - 22 4. Revenue from salvaged materials.
  - 23 5. Revenue from recycled materials.
  - 24 6. Savings in hauling and tipping fees by donating materials.
  - 25 7. Savings in hauling and tipping fees that are avoided.
  - 26 8. Handling and transportation costs. Include cost of collection containers for each type of  
27 waste.
  - 28 9. Net additional cost or net savings from waste management plan.

29 PART 2 - PRODUCTS (Not Used)

30 PART 3 - EXECUTION

31 3.1 PLAN IMPLEMENTATION

- 32 A. General: Implement approved waste management plan. Provide handling, containers, storage,  
33 signage, transportation, and other items as required to implement waste management plan  
34 during the entire duration of the Contract.
  - 35 1. Comply with operation, termination, and removal requirements in Division 01 Section  
36 "Temporary Facilities and Controls."
  
- 37 B. Waste Management Coordinator: Engage a waste management coordinator to be responsible  
38 for implementing, monitoring, and reporting status of waste management work  
39 plan. Coordinator shall be present at Project site full time for duration of Project.

- 1 C. Training: Train workers, subcontractors, and suppliers on proper waste management  
2 procedures, as appropriate for the Work.
- 3 1. Distribute waste management plan to everyone concerned within three days of submittal  
4 return.
- 5 2. Distribute waste management plan to entities when they first begin work on-site. Review  
6 plan procedures and locations established for salvage, recycling, and disposal.
- 7 3. Include 'Waste Management' as a topic at each Preinstallation meeting with  
8 subcontractors.
- 9 D. Site Access and Temporary Controls: Conduct waste management operations to ensure  
10 minimum interference with roads, streets, walks, walkways, and other adjacent occupied and  
11 used facilities.
- 12 1. Designate and label specific areas on Project site necessary for separating materials that  
13 are to be salvaged, recycled, reused, donated, and sold.
- 14 2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling  
15 dust and dirt, environmental protection, and noise control.
- 16 3.2 RECYCLING CONSTRUCTION WASTE, GENERAL
- 17 A. General: Recycle paper and beverage containers used by on-site workers.
- 18 B. Recycling Receivers and Processors: List below is provided for information only; available  
19 recycling receivers and processors include, but are not limited to, the following:
- 20 1. Jefferson County Solid Waste: [www.jeffersoncountysolidwaste.com](http://www.jeffersoncountysolidwaste.com); (360) 385-9160  
21 2. ReNu Recycling Services: <http://www.nuprecon.com/>; (877) 444-7368  
22 3. Recovery 1, Inc.: [tgillis@recovery1.com](mailto:tgillis@recovery1.com); (253) 627-1180.
- 23 C. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for  
24 recycling waste materials shall accrue to Contractor.
- 25 D. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling  
26 or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum  
27 contamination, and other substances deleterious to the recycling process.
- 28 E. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate  
29 recyclable waste by type at Project site to the maximum extent practical according to approved  
30 construction waste management plan.
- 31 1. Provide appropriately marked containers or bins for controlling recyclable waste until  
32 removed from Project site. Include list of acceptable and unacceptable materials at each  
33 container and bin.
- 34 a. Inspect containers and bins for contamination and remove contaminated materials  
35 if found.
- 36 2. Stockpile processed materials on-site without intermixing with other materials. Place,  
37 grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

- 1           3.    Stockpile materials away from construction area. Do not store within drip line of
- 2                    remaining trees.
- 3           4.    Store components off the ground and protect from the weather.
- 4           5.    Remove recyclable waste from Owner's property and transport to recycling receiver or
- 5                    processor.

6   3.3    RECYCLING CONSTRUCTION WASTE

7    A.    Packaging:

- 8           1.    Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry
- 9                    location.
- 10          2.    Polystyrene Packaging: Separate and bag materials.
- 11          3.    Pallets: As much as possible, require deliveries using pallets to remove pallets from
- 12                    Project site. For pallets that remain on-site, break down pallets into component wood
- 13                    pieces and comply with requirements for recycling wood.
- 14          4.    Crates: Break down crates into component wood pieces and comply with requirements
- 15                    for recycling wood.

16   B.    Wood Materials:

- 17          1.    Clean Cut-Offs of Lumber: Grind or chip into small pieces.
- 18          2.    Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- 19                a.    Comply with requirements in Division 32 Section "Plants." for use of clean
- 20                    sawdust as organic mulch.

21   C.    Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry

22                    location.

23   3.4    DISPOSAL OF WASTE

24   A.    General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove

25                    waste materials from Project site and legally dispose of them in a landfill or incinerator

26                    acceptable to authorities having jurisdiction.

- 27          1.    Except as otherwise specified, do not allow waste materials that are to be disposed of
- 28                    accumulate on-site.
- 29          2.    Remove and transport debris in a manner that will prevent spillage on adjacent surfaces
- 30                    and areas.

31   B.    Burning: Do not burn waste materials.

32   C.    Disposal: Remove waste materials from Owner's property and legally dispose of them.

33   END OF SECTION 017419



1 SECTION 017700 - CLOSEOUT PROCEDURES

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

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

6 1.2 SUMMARY

- 7 A. Section includes administrative and procedural requirements for contract closeout, including,  
8 but not limited to, the following:

- 9 1. Substantial Completion procedures.  
10 2. Final completion procedures.  
11 3. Warranties.  
12 4. Final cleaning.  
13 5. Repair of the Work.

14 B. Related Requirements:

- 15 1. Division 01 Section "Execution" for progress cleaning of Project site.  
16 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance  
17 manual requirements.  
18 3. Division 01 Section "Project Record Documents" for submitting record Drawings, record  
19 Specifications, and record Product Data.  
20 4. Division 01 Section "Demonstration and Training" for requirements for instructing  
21 Owner's personnel.  
22 5. Division 01 Section "General Commissioning Requirements" for Project commissioning  
23 requirements.  
24 6. Division 01 Section "Warranties" for Project and product warranty requirements.  
25 7. Divisions 02 through 44 Sections for specific closeout and special cleaning requirements  
26 for the Work in those Sections.

- 27 C. Multiple Buildings: The requirements of this section apply independently to each building  
28 being constructed for the Project under an independent permit number, and to the Project as a  
29 whole.

30 1.3 ACTION SUBMITTALS

- 31 A. Product Data: For cleaning agents.

- 32 B. Contractor's List of Incomplete Items (Contractors Punchlist): Initial submittal at Substantial  
33 Completion.

- 1 C. Certified List of Incomplete Items: Final submittal as a prerequisite to Final Completion,  
2 certifying all Work is now fully complete.
- 3 1.4 CLOSEOUT SUBMITTALS
- 4 A. Certificates of Release: From authorities having jurisdiction.
- 5 B. Certificate of Insurance: For continuing coverage.
- 6 C. Field Report: For pest control inspection.
- 7 1.5 MAINTENANCE MATERIAL SUBMITTALS
- 8 A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in  
9 other Sections.
- 10 B. Proof of Delivery: Provide proof of delivery to Architect of all maintenance materials to  
11 Owner. Deliver to Owner in designated locations, inspect with Owner, and get Owner's  
12 signature on all items transmitted.
- 13 1.6 SUBSTANTIAL COMPLETION PROCEDURES
- 14 A. Substantial Completion for Multiple Buildings: The Substantial Completion requirements apply  
15 independently to each building being constructed for the Project under independent permit  
16 numbers, and to the Project as a whole. Substantial Completion for the Project as a whole  
17 requires that the Contractor shall first achieve Substantial Completion for each building.
- 18 B. Contractor's List of Incomplete Items: The Contractor shall thoroughly review all aspects of the  
19 project, and prepare and submit a detailed list of items to be completed and corrected  
20 (Contractor's punch list), indicating the value of each item on the list and reasons why the Work  
21 is incomplete. Architect will not begin their review of the project at Substantial Completion  
22 until the Contractors List is provided.
- 23 C. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days  
24 prior to requesting inspection for determining date of Substantial Completion. List items below  
25 that are incomplete at time of request. Also see the requirements of the General Conditions.
- 26 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction  
27 permitting Owner unrestricted use of the Work and access to services and utilities.  
28 Include occupancy permits, operating certificates, and similar releases.
- 29 2. Submit closeout submittals specified in other Division 01 Sections, including project  
30 record documents, operation and maintenance manuals, final completion construction  
31 photographic documentation (when required by other Sections), damage or settlement  
32 surveys, property surveys, and similar final record information.
- 33 3. Submit closeout submittals specified in individual Divisions 02 through 44 Sections,  
34 including specific warranties, workmanship bonds, maintenance service agreements, final  
35 certifications, and similar documents.

- 1           4.     Submit maintenance material submittals specified in individual Divisions 02 through 44  
2           Sections, including tools, spare parts, extra materials, and similar items, and deliver to  
3           location designated by Construction Manager. Label with manufacturer's name and  
4           model number where applicable.
  
- 5           a.     Schedule of Maintenance Material Items: Prepare and submit a schedule of  
6           maintenance material submittal items, including name and quantity of each item  
7           and name and number of related Specification Section. Obtain Owner or  
8           Construction Manager's signature for receipt of submittals.
  
- 9           5.     Submit test/adjust/balance records.
- 10          6.     Submit sustainable design submittals required in Division 01 sustainable design  
11          requirements Section and in individual Division 02 through 44 Sections.
- 12          7.     Submit changeover information related to Owner's occupancy, use, operation, and  
13          maintenance.
  
- 14          D.     Procedures Prior to Substantial Completion: Complete the following a minimum of 10 working  
15          days prior to requesting inspection for determining date of Substantial Completion. List items  
16          below that are incomplete at time of request. Also see the requirements of the General  
17          Conditions.
  
- 18           1.     Advise Owner of pending insurance changeover requirements.
- 19           2.     Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's  
20           personnel of changeover in security provisions.
- 21           3.     Complete startup and testing of systems and equipment.
- 22           4.     Perform preventive maintenance on equipment used prior to Substantial Completion.
- 23           5.     Instruct Owner's personnel in operation, adjustment, and maintenance of products,  
24           equipment, and systems. Submit demonstration and training video recordings specified  
25           in Division 01 Section "Demonstration and Training."
- 26           6.     Advise Owner of changeover in heat and other utilities.
- 27           7.     Participate with Owner in conducting inspection and walkthrough with local emergency  
28           responders.
- 29           8.     Terminate and remove temporary facilities from Project site, along with mockups,  
30           construction tools, and similar elements.
- 31           9.     Complete final cleaning requirements, including touchup painting.
- 32           10.    Touch up and otherwise repair and restore marred exposed finishes to eliminate visual  
33           defects.
  
- 34          E.     Substantial Completion Review: Upon completion of above, "Procedures Prior to Substantial  
35          Completion," and submission of satisfactory proof thereof, submit a written request for the  
36          Architect's review to determine Substantial Completion a minimum of ten (10) working days  
37          prior to date the work will be completed and ready for the Architect's review and related tests.  
38          The Contractor should expect that the Architect's (and their consultants) review will take  
39          approximately ten (10) working days. On receipt of request, Architect will either proceed with  
40          review or notify Contractor of unfulfilled requirements. If the review results in a determination  
41          that the project has reached Substantial Completion, the Architect will prepare the Certificate of  
42          Substantial Completion or will notify Contractor of items, either on Contractor's list or  
43          additional items identified by Architect, that must be completed or corrected before certificate  
44          will be issued.

- 1 1. Re-Review: Request re-review when the Work identified in previous review as
- 2 incomplete is completed or corrected.
- 3 2. Re-Review Fees: See article herein below.
- 4 3. Results of completed review will form the basis of requirements for final completion.

#### 5 1.7 FINAL COMPLETION PROCEDURES

- 6 A. Final Completion for Multiple Buildings: The Final Completion requirements apply
- 7 independently to each building being constructed for the Project under independent permit
- 8 numbers, and to the Project as a whole. Final Completion for the Project as a whole requires
- 9 that the Contractor shall first achieve Final Completion for each building.
  
- 10 B. Submittals Prior to Final Completion: Before requesting final inspection for determining final
- 11 completion, complete the following:
  - 12 1. Submit a final Application for Payment according to Division 01 Section "Payment
  - 13 Procedures."
  - 14 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial
  - 15 Completion inspection list of items to be completed or corrected (punch list), endorsed
  - 16 and dated by Architect. Certified copy of the list shall state that each item has been
  - 17 completed or otherwise resolved for acceptance.
  - 18 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage
  - 19 complying with insurance requirements.
  - 20 4. Submit pest-control final inspection report.
  
- 21 C. Final Completion Review: Upon the successful completion of above, "Procedures Prior to
- 22 Substantial Completion", "Submittals Prior to Substantial Completion", "Substantial
- 23 Completion Review", and submission of satisfactory proof thereof, submit a written request for
- 24 the Architect's review to determine Final Completion a minimum of ten (10) working days prior
- 25 to date the work will be completed and ready for the Architect's review and related tests. The
- 26 Contractor should expect that the Architect's (and their consultants) review will take
- 27 approximately ten (10) working days. On receipt of request, Architect will either proceed with
- 28 review or notify Contractor of unfulfilled requirements. If the review results in a determination
- 29 that the project has reached Final Completion, the Architect will prepare the final Certificate for
- 30 Payment or will notify Contractor of items identified by Architect, that must be completed or
- 31 corrected before certificate will be issued.
  - 32 1. Re-Review: Request re-review when the Work identified in previous review as
  - 33 incomplete is completed or corrected.
  - 34 2. Re-Review Fees: See article herein below.

#### 35 1.8 REVIEW FEES

- 36 A. Substantial Completion Review: The Architect and his/her consultants will complete one
- 37 project review of the Work to confirm substantial completion. Should it be necessary for the
- 38 Architect or his/her consultants to perform any additional reviews due to failure of Work to
- 39 comply with Substantial Completion requirements, the Contractor will be responsible for
- 40 compensation to the Architect and the Architect's consultants, as applicable, for the additional
- 41 reviews at then current hourly billing rates of the Architect's and the Architect's consultants,

1 plus expenses. The costs for re-review by the Architect and the Architect’s consultants, as  
2 applicable, will be deducted from the Contractor’s Final Payment in the form of a Change  
3 Order.

4 B. Final Completion Review: The Architect and his/her consultants will complete one final  
5 review of the Work to confirm Final Completion. Should it be necessary for the Architect or  
6 his/her consultants to perform any additional reviews due to failure of Work to be fully  
7 complete (completion of all Substantial Completion Review items plus any other known  
8 contract Work,) the Contractor will be responsible for compensation to the Architect and the  
9 Architect’s consultants, as applicable, for the additional reviews at then current hourly billing  
10 rates of the Architect’s and the Architect’s consultants, plus expenses. The costs for re-review  
11 by the Architect and the Architect’s consultants, as applicable, will be deducted from the  
12 Contractor’s Final Payment in the form of a Change Order.

13 1.9 LIST OF INCOMPLETE ITEMS (CONTRACTOR’S PUNCH LIST)

14 A. Multiple Buildings: The requirements of this section apply independently to each building  
15 being constructed for the Project under an independent permit number, and to the Project as a  
16 whole.

17 B. Organization of List: Include name and identification (room name and room number from the  
18 Contract Drawings) of each space and area affected by construction operations for incomplete  
19 items and items needing correction including, if necessary, areas disturbed by Contractor that  
20 are outside the limits of construction.

21 1. Organize list of spaces in sequential order following the room numbers on the Contract  
22 Drawings.

23 2. Organize items applying to each space by major element, including categories for ceiling,  
24 individual walls, floors, equipment, and building systems.

25 3. Include the following information at the top of each page:

26 a. Project name.

27 b. Date.

28 c. Name of Architect and Construction Manager.

29 d. Name of Contractor.

30 e. Page number.

31 f. Name(s) of Contractor’s personnel completing the list.

32 4. Submit list of incomplete items in the following format:

33 a. MS Excel electronic file. Architect will return annotated file.

34 1.10 SUBMITTAL OF PROJECT WARRANTIES

35 A. Time of Submittal: Submit written warranties on request of Architect for designated portions of  
36 the Work where commencement of warranties other than date of Substantial Completion is  
37 indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

- 1 B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of  
2 designated portions of the Work that are completed and occupied or used by Owner during  
3 construction period by separate agreement with Contractor.
- 4 C. Organize warranty documents as specified in Division 01 Section “Warranties.”
- 5 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders,  
6 thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch  
7 (215-by-280-mm) paper.
- 8 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark  
9 tab to identify the product or installation. Provide a typed description of the product or  
10 installation, including the name of the product and the name, address, and telephone  
11 number of Installer.
- 12 3. Identify each binder on the front and spine with the typed or printed title  
13 "WARRANTIES," Project name, and name of Contractor.
- 14 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty  
15 and bond submittal package into a single indexed electronic PDF file with links enabling  
16 navigation to each item. Provide bookmarked table of contents at beginning of  
17 document.
- 18 5. Separate warranties by Building identification
- 19 D. Provide additional copies of each warranty to include in operation and maintenance manuals.

20 PART 2 - PRODUCTS

21 2.1 MATERIALS

- 22 A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or  
23 fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially  
24 hazardous to health or property or that might damage finished surfaces.
- 25 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not  
26 applicable, use products that comply with the California Code of Regulations maximum  
27 allowable VOC levels.

28 PART 3 - EXECUTION

29 3.1 FINAL CLEANING

- 30 A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply  
31 with local laws and ordinances and Federal and local environmental and antipollution  
32 regulations.
- 33 B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each  
34 surface or unit to condition expected in an average commercial building cleaning and  
35 maintenance program. Comply with manufacturer's written instructions.

- 1           1.    Complete the following cleaning operations before requesting inspection for certification  
2           of Substantial Completion for entire Project or for a designated portion of Project:
- 3           a.    Clean Project site, yard, and grounds, in areas disturbed by construction activities,  
4           including landscape development areas, of rubbish, waste material, litter, and other  
5           foreign substances.
- 6           b.    Sweep paved areas broom clean, and wash with water. Remove petrochemical  
7           spills, stains, and other foreign deposits.
- 8           c.    Rake grounds that are neither planted nor paved to a smooth, even-textured  
9           surface.
- 10          d.    Remove tools, construction equipment, machinery, and surplus material from  
11          Project site.
- 12          e.    Remove snow and ice to provide safe access to building.
- 13          f.    Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition,  
14          free of stains, films, and similar foreign substances. Avoid disturbing natural  
15          weathering of exterior surfaces. Restore reflective surfaces to their original  
16          condition.
- 17          g.    Remove debris and surface dust from limited access spaces, including roofs,  
18          plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- 19          h.    Sweep concrete floors broom clean in unoccupied spaces, and mop.
- 20          i.    Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean  
21          according to manufacturer's recommendations if visible soil or stains remain.
- 22          j.    Clean transparent materials, including mirrors and glass in doors and windows.  
23          Remove glazing compounds and other noticeable, vision-obscuring materials.  
24          Polish mirrors and glass, taking care not to scratch surfaces.
- 25          k.    Remove labels that are not permanent.
- 26          l.    Wipe surfaces of mechanical and electrical equipment, elevator equipment, and  
27          similar equipment. Remove excess lubrication, paint and mortar droppings, and  
28          other foreign substances.
- 29          m.    Clean plumbing fixtures to a sanitary condition, free of stains, including stains  
30          resulting from water exposure.
- 31          n.    Replace disposable air filters and clean permanent air filters. Clean exposed  
32          surfaces of diffusers, registers, and grills.
- 33          o.    Clean ducts, blowers, and coils if units were operated during construction or that  
34          display contamination with particulate matter on inspection.
- 35                    1)    Clean HVAC system in compliance with NADCA Standard 1992-01.  
36                    Provide written report on completion of cleaning.
- 37          p.    Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- 38          q.    Leave Project clean and ready for occupancy.
- 39          r.    Complete specific cleaning procedures in addition to those listed above as required  
40          by individual specification sections in Divisions 2 through 44.
- 41          C.    Pest Control: Comply with pest control requirements in Division 01 Section "Temporary  
42          Facilities and Controls." Prepare written report.
- 43          D.    Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section  
44          "Construction Waste Management and Disposal."

- 1 3.2 REPAIR OF THE WORK
- 2 A. Complete repair and restoration operations before requesting inspection for determination of  
3 Substantial Completion.
- 4 B. Repair or remove and replace defective construction. Repairing includes replacing defective  
5 parts, refinishing damaged surfaces, touching up with matching materials, and properly  
6 adjusting operating equipment. Where damaged or worn items cannot be repaired or restored,  
7 provide replacements. Remove and replace operating components that cannot be repaired.  
8 Restore damaged construction and permanent facilities used during construction to specified  
9 condition.
- 10 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other  
11 damaged transparent materials.
- 12 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces.  
13 Replace finishes and surfaces that that already show evidence of repair or restoration.
- 14 a. Do not paint over "UL" and other required labels and identification, including  
15 mechanical and electrical nameplates. Remove paint applied to required labels and  
16 identification.
- 17 3. Replace parts subject to operating conditions during construction that may impede  
18 operation or reduce longevity.
- 19 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and  
20 noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for  
21 new fixtures.
- 22 END OF SECTION 017700

1 SECTION 017800 - WARRANTIES  
2

3  
4 PART 1 - GENERAL  
5

6  
7 1.1 RELATED DOCUMENTS  
8

- 9 A. Drawings and general provisions of the Contract, including General Conditions and other  
10 Division 1 Specification Sections, apply to this Section.  
11

12  
13 1.2 SUMMARY  
14

- 15 A. This Section includes administrative and procedural requirements for warranties required by  
16 the Contract Documents, including manufacturer's standard warranties on products and special  
17 warranties.  
18

- 19 1. Refer to the General Conditions for terms of the Contractor's period for correction of the  
20 Work.  
21

- 22 B. Related Sections: The following Sections contain requirements that relate to this Section:  
23

- 24 1. Division 1 Section "Submittal Procedures" specifies procedures for submitting  
25 warranties.  
26 2. Division 1 Section "Contract Closeout" specifies contract closeout procedures.  
27 3. Division 1 Section "Operation & Maintenance Data".  
28 4. Divisions 03 through 44 Sections for specific requirements for warranties on products  
29 and installations specified to be warranted.  
30 5. Certifications and other commitments and agreements for continuing services to Owner  
31 are specified elsewhere in the Contract Documents.  
32

- 33 C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties  
34 do not relieve the Contractor of the warranty on the Work that incorporates the products.  
35 Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers,  
36 manufacturers, and subcontractors required to countersign special warranties with the  
37 Contractor.  
38

39  
40 1.3 DEFINITIONS  
41

- 42 A. Standard product warranties are preprinted written warranties published by individual  
43 manufacturers for particular products and are specifically endorsed by the manufacturer to the  
44 Owner.  
45

- 46 B. Special warranties are written warranties required by or incorporated in the Contract  
47 Documents, either to extend time limits provided by standard warranties or to provide greater  
48 rights for the Owner.  
49

1  
2 1.4 WARRANTY REQUIREMENTS  
3

- 4 A. Related Damages and Losses: When correcting failed or damaged warranted construction,  
5 remove and replace construction that has been damaged as a result of such failure or must be  
6 removed and replaced to provide access for correction of warranted construction.  
7  
8 B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected  
9 by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated  
10 warranty shall be equal to the original warranty with an equitable adjustment for depreciation.  
11  
12 C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or  
13 rebuild the Work to an acceptable condition complying with requirements of the Contract  
14 Documents. The Contractor is responsible for the cost of replacing or rebuilding defective  
15 Work regardless of whether the Owner has benefited from use of the Work through a portion of  
16 its anticipated useful service life.  
17  
18 D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied  
19 warranties and shall not limit the duties, obligations, rights, and remedies otherwise available  
20 under the law. Expressed warranty periods shall not be interpreted as limitations on the time in  
21 which the Owner can enforce such other duties, obligations, rights, or remedies.  
22  
23 E. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit  
24 selection to products with warranties not in conflict with requirements of the Contract  
25 Documents.  
26  
27 F. Where the Contract Documents require a special warranty, or similar commitment on the Work  
28 or part of the Work, the Owner reserves the right to refuse to accept the Work, until the  
29 Contractor presents evidence that entities required to countersign such commitments are willing  
30 to do so.  
31

32  
33 1.5 SUBMITTALS  
34

- 35 A. Submit written warranties to the Architect prior to the date certified for Substantial Completion  
36 in O & M Manuals, see Division 1 Section “Operation and Maintenance Data”. If the  
37 Architect's Certificate of Substantial Completion designates a commencement date for  
38 warranties other than the date of Substantial Completion for the Work, or a designated portion  
39 of the Work, submit written warranties upon request of the Architect.  
40  
41 1. When a designated portion of the Work is completed and occupied or used by the Owner,  
42 by separate agreement with the Contractor during the construction period, submit  
43 properly executed warranties to the Architect within 15 days of completion of that  
44 designated portion of the Work.  
45  
46 B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor,  
47 supplier or manufacturer to execute a special warranty, prepare a written document that  
48 contains appropriate terms and identification, ready for execution by the required parties.  
49 Submit a draft to the Owner, through the Architect, for approval prior to final execution.

- 1  
2 C. Where forms for special warranties are included at the end of this Section, prepare a written  
3 document utilizing the appropriate form, ready for execution by the Contractor, or by the  
4 Contractor, subcontractor, supplier, or manufacturer. Submit a draft to the Owner, through the  
5 Architect, for approval prior to final execution. Refer to Divisions 2 through 16 Sections for  
6 specific content requirements and particular requirements for submitting special warranties.  
7  
8 D. Form of Submittal: At Final Completion compile 3 copies of each required warranty properly  
9 executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer.  
10 Organize the warranty documents within the O & M Manual sub-sections. See Division 1  
11 Section “Operation and Maintenance Data”.  
12  
13 E. Bind warranties and bonds in the O & M Manual as described in Division 1 Section “Operation  
14 and Maintenance Data”.  
15  
16 F. Format/Warranties  
17  
18 1. In addition to guarantees required by “General Conditions of the Contract”, furnish  
19 written guarantees warranting certain portions of work for longer periods wherever  
20 specified.  
21 2. Address all guarantees to Owner.  
22 3. Submit through Architect, on Contractor’s letterhead before final payment and  
23 acceptance of work by Owner.  
24 4. Where more than one subcontractor is involved, submit guarantee for each.  
25  
26 a. Form of Guarantee for Specified Installations: I (we), (insert name of Contractor)  
27 certify (insert name of trade or portion of work being guaranteed) installed by (insert  
28 name of appropriate subcontractor) on (insert name of job) is performed in strict  
29 accordance with Contract Documents. Further, I (we) guarantee this work to be free  
30 of defects in materials and workmanship, for (fill in specific required guarantee  
31 period) years from (date of Substantial Completion or Final Acceptance of work, as  
32 specified), and will repair, or replace, without delay, any defects in materials and  
33 workmanship discovered within guaranty period.  
34

35 Sincerely,

36 (Name of Contractor/responsible principal/address/telephone number) (Signed by  
37 Owner, Partner, or other person authorized to commit firm).  
38

39 PART 2 - PRODUCTS (Not Applicable)  
40

41 PART 3 – EXECUTION (Not Used)  
42  
43

44  
45 END OF SECTION 017800



1 SECTION 017823 - OPERATION AND MAINTENANCE DATA

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

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

6 1.2 SUMMARY

- 7 A. Section includes administrative and procedural requirements for preparing operation and  
8 maintenance manuals, including the following:

- 9 1. Operation and maintenance documentation directory.  
10 2. Emergency manuals.  
11 3. Operation manuals for systems, subsystems, and equipment.  
12 4. Product maintenance manuals.  
13 5. Systems and equipment maintenance manuals.

- 14 B. Related Requirements:

- 15 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for  
16 operation and maintenance manuals.  
17 2. Division 01 Section "General Commissioning Requirements" for verification and  
18 compilation of data into operation and maintenance manuals.  
19 3. Division 01 Section "Closeout Procedures" for verification and compilation of data into  
20 operation and maintenance manuals.  
21 4. Divisions 03 through 44 Sections for specific operation and maintenance manual  
22 requirements for the Work in those Sections.

- 23 C. Multiple Buildings: The requirements of this section apply independently to each building  
24 being constructed for the Project under an independent permit number, and to the Project as a  
25 whole.

26 1.3 DEFINITIONS

- 27 A. System: An organized collection of parts, equipment, or subsystems united by regular  
28 interaction.

- 29 B. Subsystem: A portion of a system with characteristics similar to a system.

1 1.4 CLOSEOUT SUBMITTALS

2 A. Manual Content: Operations and maintenance manual content is specified in individual  
3 Specification Sections to be reviewed at the time of Section submittals. Submit reviewed  
4 manual content formatted and organized as required by this Section.

- 5 1. Architect, the Architect’s Consultants and Commissioning Authority will comment on  
6 whether content of operations and maintenance submittals are acceptable.  
7 2. Where applicable, clarify and update reviewed manual content to correspond to revisions  
8 and field conditions.

9 B. Format: Submit operations and maintenance manuals in the following format:

10 1. PDF electronic file. Assemble each manual into a composite electronically indexed file.  
11 Submit on digital media acceptable to Architect.

- 12 a. Name each indexed document file in composite electronic index with applicable  
13 item name. Include a complete electronically linked operation and maintenance  
14 directory.  
15 b. Enable inserted reviewer comments on draft submittals.

16 2. Hard Copies. Provide three (3) paper hard copies. Include a complete operation and  
17 maintenance directory. Enclose title pages and directories in clear plastic sleeves.  
18 Architect will return copies for correction until such time as they are fully completed.

19 C. Initial Manual Submittal: Submit three (3) draft copies of each manual at least 30 days before  
20 commencing demonstration and training, and not less than 14 days before requesting  
21 Substantial Completion review. Architect, Architect’s consultants, Owner, Construction  
22 Manager and Commissioning Authority will comment on whether general scope and content of  
23 manual are acceptable. Make corrections to manual and resubmit for re-review. Repeat process  
24 until such time as manuals are fully complete and acceptable to the Architect. Make corrections  
25 to electronic copy as well, and submit in plastic sleeve on a CD(s) in the front of the O&M  
26 Manual.

27 D. Final Manual Submittal: One complete with the above review process, submit each manual in  
28 final form at least 14 days prior to requesting review for Final Completion.

29 1.5 REVIEW FEES

30 A. Manual Reviews: The Architect and his/her consultants will complete one initial review of the  
31 manuals to confirm compliance, and one final review to confirm identified deficiencies have  
32 been corrected. Should it be necessary for the Architect or his/her consultants to perform any  
33 additional reviews due to failure by the Contractor to correct all identified deficiencies, the  
34 Contractor will be responsible for compensation to the Architect and the Architect’s  
35 consultants, as applicable, for the additional reviews at then current hourly billing rates of the  
36 Architect’s and the Architect’s consultants, plus expenses. The costs for re-review by the  
37 Architect and the Architect’s consultants, as applicable, will be deducted from the Contractor’s  
38 Final Payment in the form of a Change Order.

1 PART 2 - PRODUCTS

2 2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

3 A. Directory: Prepare a single, comprehensive directory of emergency, operation, and  
4 maintenance data and materials, listing items and their location to facilitate ready access to  
5 desired information. Include a section in the directory for each of the following:

- 6 1. List of documents.
- 7 2. List of systems.
- 8 3. List of equipment.
- 9 4. Table of contents.

10 B. List of Systems and Subsystems: List systems alphabetically. Include references to operation  
11 and maintenance manuals that contain information about each system.

12 C. List of Equipment: List equipment for each system, organized alphabetically by system. For  
13 pieces of equipment not part of system, list alphabetically in separate list.

14 D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance  
15 manual.

16 E. Identification: In the documentation directory and in each operation and maintenance manual,  
17 identify each system, subsystem, and piece of equipment with same designation used in the  
18 Contract Documents. If no designation exists, assign a designation according to  
19 ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building  
20 Systems."

21 2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE DATA

22 A. Organization: Unless otherwise indicated, organize each manual into a separate section for each  
23 system and subsystem, and a separate section for each piece of equipment not part of a system.  
24 Each manual shall contain the following materials, in the order listed:

- 25 1. Title page.
- 26 2. Table of contents.
- 27 3. Manual contents.

28 B. Title Page: Include the following information:

- 29 1. Subject matter included in manual.
- 30 2. Name and address of Project.
- 31 3. Name and address of Owner.
- 32 4. Date of submittal.
- 33 5. Name and contact information for Contractor.
- 34 6. Name and contact information for Construction Manager.
- 35 7. Name and contact information for Architect.
- 36 8. Name and contact information for Commissioning Authority.

- 1 9. Names and contact information for major consultants to the Architect that designed the  
2 systems contained in the manuals.
- 3 10. Cross-reference to related systems in other operation and maintenance manuals.
- 4 C. Table of Contents: List each product included in manual, identified by product name, indexed  
5 to the content of the volume, and cross-referenced to Specification Section number in Project  
6 Manual.
- 7 1. If operation or maintenance documentation requires more than one volume to  
8 accommodate data, include comprehensive table of contents for all volumes in each  
9 volume of the set.
- 10 D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by  
11 system, subsystem, and equipment. If possible, assemble instructions for subsystems,  
12 equipment, and components of one system into a single binder.
- 13 E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic  
14 PDF file for each manual type required.
- 15 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where  
16 scanning of paper documents is required, configure scanned file for minimum readable  
17 file size.
- 18 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file  
19 names. Name document files to correspond to system, subsystem, and equipment names  
20 used in manual directory and table of contents. Group documents for each system and  
21 subsystem into individual composite bookmarked files, then create composite manual, so  
22 that resulting bookmarks reflect the system, subsystem, and equipment names in a readily  
23 navigated file tree. Configure electronic manual to display bookmark panel on opening  
24 file.
- 25 F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
- 26 1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness  
27 necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm)  
28 paper; with clear plastic sleeve on spine to hold label describing contents and with  
29 pockets inside covers to hold folded oversize sheets.
- 30 a. If two or more binders are necessary to accommodate data of a system, organize  
31 data in each binder into groupings by subsystem and related components. Cross-  
32 reference other binders if necessary to provide essential information for proper  
33 operation or maintenance of equipment or system.
- 34 b. Identify each binder on front and spine, with printed title "OPERATION AND  
35 MAINTENANCE MANUAL," Project title or name, and subject matter of  
36 contents, and indicate Specification Section number on bottom of spine. Indicate  
37 volume number for multiple-volume sets.
- 38 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual.  
39 Mark each tab to indicate contents. Include typed list of products and major components  
40 of equipment included in the section on each divider, cross-referenced to Specification  
41 Section number and title of Project Manual.

- 1 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic
- 2 software storage media for computerized electronic equipment.
- 3 4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
- 4 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
- 5 a. If oversize drawings are necessary, fold drawings to same size as text pages and
- 6 use as foldouts.
- 7 b. If drawings are too large to be used as foldouts, fold and place drawings in labeled
- 8 envelopes and bind envelopes in rear of manual. At appropriate locations in
- 9 manual, insert typewritten pages indicating drawing titles, descriptions of contents,
- 10 and drawing locations.

11 2.3 EMERGENCY DATA

- 12 A. Content: Organize manual into a separate section for each of the following:
  - 13 1. Type of emergency.
  - 14 2. Emergency instructions.
  - 15 3. Emergency procedures.
- 16 B. Type of Emergency: Where applicable for each type of emergency indicated below, include
- 17 instructions and procedures for each system, subsystem, piece of equipment, and component:
  - 18 1. Fire.
  - 19 2. Flood.
  - 20 3. Gas leak.
  - 21 4. Water leak.
  - 22 5. Power failure.
  - 23 6. Water outage.
  - 24 7. System, subsystem, or equipment failure.
  - 25 8. Chemical release or spill.
- 26 C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages,
- 27 and similar codes and signals. Include responsibilities of Owner's operating personnel for
- 28 notification of Installer, supplier, and manufacturer to maintain warranties.
- 29 D. Emergency Procedures: Include the following, as applicable:
  - 30 1. Instructions on stopping.
  - 31 2. Shutdown instructions for each type of emergency.
  - 32 3. Operating instructions for conditions outside normal operating limits.
  - 33 4. Required sequences for electric or electronic systems.
  - 34 5. Special operating instructions and procedures.

35 2.4 OPERATION DATA :

- 36 A. In addition to requirements in this Section, include operation data required in individual
- 37 Specification Sections and the following information:

- 1 1. System, subsystem, and equipment descriptions. Use designations for systems and
- 2 equipment indicated on Contract Documents.
- 3 2. Performance and design criteria if Contractor has delegated design responsibility.
- 4 3. Operating standards.
- 5 4. Operating procedures.
- 6 5. Operating logs.
- 7 6. Wiring diagrams.
- 8 7. Control diagrams.
- 9 8. Piped system diagrams.
- 10 9. Precautions against improper use.
- 11 10. License requirements including inspection and renewal dates.
- 12 11. Copy of warranties.

13 B. Descriptions: Include the following:

- 14 1. Product name and model number. Use designations for products indicated on Contract
- 15 Documents.
- 16 2. Manufacturer's name.
- 17 3. Equipment identification with serial number of each component.
- 18 4. Equipment function.
- 19 5. Operating characteristics.
- 20 6. Limiting conditions.
- 21 7. Performance curves.
- 22 8. Engineering data and tests.
- 23 9. Complete nomenclature and number of replacement parts.

24 C. Operating Procedures: Include the following, as applicable:

- 25 1. Startup procedures.
- 26 2. Equipment or system break-in procedures.
- 27 3. Routine and normal operating instructions.
- 28 4. Regulation and control procedures.
- 29 5. Instructions on stopping.
- 30 6. Normal shutdown instructions.
- 31 7. Seasonal and weekend operating instructions.
- 32 8. Required sequences for electric or electronic systems.
- 33 9. Special operating instructions and procedures.

34 D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as

35 installed.

36 E. Piped Systems: Diagram piping as installed, and identify color-coding where required for

37 identification.

38 2.5 PRODUCT MAINTENANCE DATA

- 39 A. Content: Organize manual into a separate section for each product, material, and finish.
- 40 Include source information, product information, maintenance procedures, repair materials and
- 41 sources, and warranties and bonds, as described below.

- 1 B. Source Information: List each product included in manual, identified by product name and  
2 arranged to match manual's table of contents. For each product, list name, address, and  
3 telephone number of Installer or supplier and maintenance service agent, and cross-reference  
4 Specification Section number and title in Project Manual and drawing or schedule designation  
5 or identifier where applicable.
- 6 C. Product Information: Include the following, as applicable:
- 7 1. Product name and model number.  
8 2. Manufacturer's name.  
9 3. Color, pattern, and texture.  
10 4. Material and chemical composition.  
11 5. Reordering information for specially manufactured products.
- 12 D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
- 13 1. Inspection procedures.  
14 2. Types of cleaning agents to be used and methods of cleaning.  
15 3. List of cleaning agents and methods of cleaning detrimental to product.  
16 4. Schedule for routine cleaning and maintenance.  
17 5. Repair instructions.
- 18 E. Repair Materials and Sources: Include lists of materials and local sources of materials and  
19 related services.
- 20 F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and  
21 conditions that would affect validity of warranties or bonds.
- 22 1. Include procedures to follow and required notifications for warranty claims.

23 2.6 SYSTEMS AND EQUIPMENT MAINTENANCE DATA

- 24 A. Content: For each system, subsystem, and piece of equipment not part of a system, include  
25 source information, manufacturers' maintenance documentation, maintenance procedures,  
26 maintenance and service schedules, spare parts list and source information, maintenance service  
27 contracts, and warranty and bond information, as described below.
- 28 B. Source Information: List each system, subsystem, and piece of equipment included in manual,  
29 identified by product name and arranged to match manual's table of contents. For each product,  
30 list name, address, and telephone number of Installer or supplier and maintenance service agent,  
31 and cross-reference Specification Section number and title in Project Manual and drawing or  
32 schedule designation or identifier where applicable.
- 33 C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation  
34 including the following information for each component part or piece of equipment:
- 35 1. Standard maintenance instructions and bulletins.  
36 2. Drawings, diagrams, and instructions required for maintenance, including disassembly  
37 and component removal, replacement, and assembly.  
38 3. Identification and nomenclature of parts and components.

- 1           4.     List of items recommended to be stocked as spare parts.
- 2           D.     Maintenance Procedures: Include the following information and items that detail essential  
3           maintenance procedures:
- 4           1.     Test and inspection instructions.  
5           2.     Troubleshooting guide.  
6           3.     Precautions against improper maintenance.  
7           4.     Disassembly; component removal, repair, and replacement; and reassembly instructions.  
8           5.     Aligning, adjusting, and checking instructions.  
9           6.     Demonstration and training video recording, if available.
- 10          E.     Maintenance and Service Schedules: Include service and lubrication requirements, list of  
11          required lubricants for equipment, and separate schedules for preventive and routine  
12          maintenance and service with standard time allotment.
- 13          1.     Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly,  
14          quarterly, semiannual, and annual frequencies.  
15          2.     Maintenance and Service Record: Include manufacturers' forms for recording  
16          maintenance.
- 17          F.     Spare Parts List and Source Information: Include lists of replacement and repair parts, with  
18          parts identified and cross-referenced to manufacturers' maintenance documentation and local  
19          sources of maintenance materials and related services.
- 20          G.     Maintenance Service Contracts: Include copies of maintenance agreements with name and  
21          telephone number of service agent.
- 22          H.     Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and  
23          conditions that would affect validity of warranties or bonds.
- 24          1.     Include procedures to follow and required notifications for warranty claims.

25   PART 3 - EXECUTION

26   3.1    MANUAL PREPARATION

- 27          A.     Consolidated Manuals: Assemble a complete set of manuals for the entire project, containing  
28          all of the requirements below. Include each category of data for each product or system under a  
29          single main tab for that product or system, followed by sub-tabs for each category.
- 30          B.     Organization: Unless otherwise indicated, organize manuals by individual building, and tab  
31          each building volume into sections following the specifications Table of Contents with  
32          subsections for each system and subsystem, and a separate subsection for each piece of  
33          equipment not part of a system. Further, subdivide for each of data required herein. General  
34          Contractor to assemble all information into one or multiple volumes of binders with uniform  
35          appearance, consistent format and tabbing, with each volume embossed with project title and  
36          contents. Separately bound manuals from specialty subcontractors must be disassembled and

1 bound into the General Contractor’s manuals with formatting and tabbing as noted herein. Each  
2 manual shall contain the following materials, in the order listed:

- 3 1. Title page.
- 4 2. Table of contents.
- 5 3. Manual contents.

6 Provide the sections and sub-sections in the following format, which generally follows the CSI  
7 Specification Divisions:

8 Section 1 - General Information: Generally including sub-sections for:

- 9 A. Title Page
- 10 B. Table of Contents
- 11 C. General Information
- 12 D. Emergency Data
- 13 E. Contractor’s Project Warranty(s)
- 14 F. Contractor’s Closeout Paperwork: AIA forms, etc.
- 15 G. Construction Photographs (if required of Contractor)
- 16 H. Permits: All original building and other permits, plus the Certificate of Oc-  
17 cupancy.
- 18 I. Other Submittals/Data: If not associated with Sections 2 through 44.

19 For Sections 2 through 44, provide Sections following the Specifications Table of Contents,  
20 with each Section divided into subsections as follows:

- 21 A. Warranty(s).
- 22 B. Manufacturers Data.
- 23 C. Product Maintenance Data
- 24 D. Operation and Maintenance Data.
- 25 E. Submittals and Shop Drawings.
- 26 F. Drawings (if any)
- 27 F. Other information.

28 C. Emergency Data: Assemble a complete set of emergency information indicating procedures for  
29 use by emergency personnel and by Owner's operating personnel for types of emergencies  
30 indicated.

31 D. Product Maintenance Data: Assemble a complete set of maintenance data indicating care and  
32 maintenance of each product, material, and finish incorporated into the Work.

33 E. Operation and Maintenance Data: Assemble a complete set of operation and maintenance data  
34 indicating operation and maintenance of each system, subsystem, and piece of equipment not  
35 part of a system.

- 36 1. Engage a factory-authorized service representative to assemble and prepare information  
37 for each system, subsystem, and piece of equipment not part of a system.
- 38 2. Prepare a separate manual for each system and subsystem, in the form of an instructional  
39 manual for use by Owner's operating personnel.

- 1 F. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include  
2 only sheets pertinent to product or component installed. Mark each sheet to identify each  
3 product or component incorporated into the Work. If data include more than one item in a  
4 tabular format, identify each item using appropriate references from the Contract Documents.  
5 Identify data applicable to the Work and delete references to information not applicable.
- 6 1. Prepare supplementary text if manufacturers' standard printed data are not available and  
7 where the information is necessary for proper operation and maintenance of equipment or  
8 systems.
- 9 G. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the  
10 relationship of component parts of equipment and systems and to illustrate control sequence and  
11 flow diagrams. Coordinate these drawings with information contained in record Drawings to  
12 ensure correct illustration of completed installation.
- 13 1. Do not use original project record documents as part of operation and maintenance  
14 manuals.  
15 2. Comply with requirements of newly prepared record Drawings in Division 01 Section  
16 "Project Record Documents."
- 17 H. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation  
18 and maintenance documentation.
- 19 END OF SECTION 017823

1 SECTION 017839 - PROJECT RECORD DOCUMENTS

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

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

6 1.2 SUMMARY

- 7 A. Section includes administrative and procedural requirements for project record documents,  
8 including the following:

- 9 1. Record Drawings.  
10 2. Record Specifications.  
11 3. Record Product Data and Submittals.  
12 4. Miscellaneous record submittals.

- 13 B. Related Requirements:

- 14 1. Division 01 Section "Execution" for final property survey.  
15 2. Division 01 Section "Closeout Procedures" for general closeout procedures.  
16 3. Division 01 Section "Operation and Maintenance Data" for operation and maintenance  
17 manual requirements.  
18 4. Divisions 03 through 44 Sections for specific requirements for project record documents  
19 of the Work in those Sections.

- 20 C. Multiple Buildings: The requirements of this section apply independently to each building  
21 being constructed for the Project under an independent permit number, and to the Project as a  
22 whole.

23 1.3 CLOSEOUT SUBMITTALS

- 24 A. Record Drawings: Comply with the following:

- 25 1. Number of Copies: Submit copies of record Drawings as follows:

- 26 a. Initial Submittal:

- 27 1) Submit PDF electronic files of scanned marked-up record prints and one  
28 paper-copy of marked-up record prints.  
29 2) Architect and the Architect's consultants will review and will indicate  
30 whether general scope of changes, additional information recorded, and  
31 quality of drafting are acceptable.  
32 3) Submit revised copies incorporating additional information and/or revisions  
33 required by the Architect and his consultants. Submit PDF electronic files

- 1 of scanned revised marked-up record prints and one paper-copy of revised  
2 marked-up record prints.
- 3 4) Architect and the Architect’s consultants will review again and will indicate  
4 whether general scope of changes, additional information recorded, and  
5 quality of drafting are acceptable.
- 6 5) Repeat review and revision process until documents are acceptable to the  
7 Architect.
- 8 b. Final Submittal: Once the Initial Submittal process described above is completed,  
9 and documents are acceptable to the Architect, complete the following:
- 10 1) Submit PDF electronic files of scanned record prints and three set(s) of  
11 prints.
- 12 2) Print each drawing, whether or not changes and additional information were  
13 recorded.
- 14 B. Record Specifications: Submit one paper copy and one annotated PDF electronic files of  
15 Project's Specifications, including addenda and contract modifications. Follow review process  
16 outlined above for Record Drawings.
- 17 C. Record Product Data and Submittals: Submit copy of each submittal (product data, shop  
18 drawings, and submittals) as a part of the Operation and Maintenance Manuals.
- 19 D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-  
20 keeping requirements and submittals in connection with various construction activities. Submit  
21 copies and follow the process as described herein for Record Drawings.

22 1.4 REVIEW FEES

- 23 A. Document Reviews: The Architect and his/her consultants will complete one initial review of  
24 the record documents to confirm compliance, and one final review to confirm identified  
25 deficiencies have been corrected. Should it be necessary for the Architect or his/her consultants  
26 to perform any additional reviews due to failure by the Contractor to correct all identified  
27 deficiencies, the Contractor will be responsible for compensation to the Architect and the  
28 Architect’s consultants, as applicable, for the additional reviews at then current hourly billing  
29 rates of the Architect’s and the Architect’s consultants, plus expenses. The costs for re-review  
30 by the Architect and the Architect’s consultants, as applicable, will be deducted from the  
31 Contractor’s Final Payment in the form of a Change Order.

32 PART 2 - PRODUCTS

33 2.1 RECORD DRAWINGS

- 34 A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop  
35 Drawings, incorporating new and revised drawings as modifications are issued.
- 36 1. Preparation: Mark record prints to show the actual installation where installation varies  
37 from that shown originally. Require individual or entity who obtained record data,

- 1 whether individual or entity is Installer, subcontractor, or similar entity, to provide  
2 information for preparation of corresponding marked-up record prints.
- 3 a. Give particular attention to information on concealed elements that would be  
4 difficult to identify or measure and record later.  
5 b. Accurately record information in an acceptable drawing technique.  
6 c. Record data as soon as possible after obtaining it, but no later than weekly.  
7 Drawings will be review weekly, and payment to Contractor may be withheld if  
8 record documents are not kept current.  
9 d. Record and check the markup immediately, but no later than before enclosing  
10 concealed installations.  
11 e. Cross-reference record prints to corresponding archive photographic  
12 documentation.
- 13 2. Content: Types of items requiring marking include, but are not limited to, the following:
- 14 a. Dimensional changes to Drawings.  
15 b. Revisions to details shown on Drawings.  
16 c. Depths of foundations below first floor.  
17 d. Locations and depths of underground utilities.  
18 e. Revisions to routing of piping and conduits.  
19 f. Actual conduit and pipe locations below floor slabs.  
20 g. Revisions to electrical circuitry.  
21 h. Actual equipment locations.  
22 i. Duct size and routing.  
23 j. Locations of concealed internal utilities.  
24 k. Changes made by Architect's Supplemental Instructions.  
25 l. Changes made by Addenda.  
26 m. Changes made by Change Order or Construction Change Directive.  
27 n. Changes made following Architect's written orders.  
28 o. Details not on the original Contract Drawings.  
29 p. Field records for variable and concealed conditions.  
30 q. Record information on the Work that is shown only schematically.
- 31 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use  
32 personnel proficient at recording graphic information in production of marked-up record  
33 prints.
- 34 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish  
35 between changes for different categories of the Work at same location.
- 36 5. Mark important additional information that was either shown schematically or omitted  
37 from original Drawings.
- 38 6. Note Addendum numbers, Architect's Supplemental Instructions numbers, Construction  
39 Change Directive numbers, alternate bid numbers, Change Order numbers, and similar  
40 identification, where applicable.
- 41 B. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record  
42 Drawings where Architect determines that neither the original Contract Drawings nor Shop  
43 Drawings are suitable to show actual installation.
- 44 1. New Drawings may be required when a Change Order is issued as a result of accepting  
45 an alternate, substitution, or other modification.

- 1           2.     Consult Architect for proper scale and scope of detailing and notations required to record  
2           the actual physical installation and its relation to other construction. Integrate newly  
3           prepared record Drawings into record Drawing sets; comply with procedures for  
4           formatting, organizing, copying, binding, and submitting.
- 5           3.     Prepare New Record Drawings using same software as used by Architect to prepare  
6           original Contract Drawings.
  
- 7     C.     Format: Identify and date each record Drawing; include the designation "PROJECT RECORD  
8           DRAWING" in a prominent location.
  
- 9           1.     Record Prints: Organize record prints and newly prepared record Drawings into  
10          manageable sets. Bind each set with durable paper cover sheets. Include identification  
11          on cover sheets.
- 12          2.     Identification: As follows:
  - 13               a.     Project name.
  - 14               b.     Date.
  - 15               c.     Designation "PROJECT RECORD DRAWINGS."
  - 16               d.     Name of Architect and Construction Manager.
  - 17               e.     Name of Contractor.

## 18   2.2     RECORD SPECIFICATIONS

- 19     A.     Preparation: Mark Specifications to indicate the actual product installation where installation  
20          varies from that indicated in Specifications, addenda, and contract modifications.
  - 21               1.     Give particular attention to information on concealed products and installations that  
22                       cannot be readily identified and recorded later.
  - 23               2.     Mark copy with the proprietary name and model number of products, materials, and  
24                       equipment furnished, including substitutions and product options selected.
  - 25               3.     Record the name of manufacturer, supplier, Installer, and other information necessary to  
26                       provide a record of selections made.
  - 27               4.     For each principal product, indicate whether record Product Data has been submitted in  
28                       operation and maintenance manuals instead of submitted as record Product Data.
  - 29               5.     Note related Change Orders, record Product Data, and record Drawings where applicable.
  
- 30     B.     Format: Submit record Specifications as paper copy and scanned PDF electronic file(s) of  
31          marked-up paper copy of Specifications.

## 32   2.3     RECORD PRODUCT DATA

- 33     A.     Preparation: Mark Product Data (product data, shop drawings, and submittals) to indicate the  
34          actual product installation where installation varies substantially from that indicated in Product  
35          Data submittal.
  - 36               1.     Give particular attention to information on concealed products and installations that  
37                       cannot be readily identified and recorded later.
  - 38               2.     Include significant changes in the product delivered to Project site and changes in  
39                       manufacturer's written instructions for installation.

1           3.    Note related Change Orders, record Specifications, and record Drawings where  
2            applicable.

3           B.    Format: Submit record Product Data as paper copy and scanned PDF electronic file(s) of  
4           marked-up paper copy of Product Data, as a part of the O&M Manuals.

5    2.4    MISCELLANEOUS RECORD SUBMITTALS

6           A.    Assemble miscellaneous records required by other Specification Sections for miscellaneous  
7           record keeping and submittal in connection with actual performance of the Work. Bind or file  
8           miscellaneous records and identify each, ready for continued use and reference.

9           B.    Format: Submit miscellaneous record submittals as paper copy and scanned PDF electronic  
10          file(s) of marked-up paper copy of Product Data, as a part of the O&M Manuals.

11   PART 3 - EXECUTION

12   3.1    RECORDING AND MAINTENANCE

13          A.    Recording: Maintain one copy of each submittal during the construction period for project  
14          record document purposes. Post changes and revisions to project record documents as they  
15          occur; do not wait until end of Project.

16          B.    Maintenance of Record Documents and Samples: Store record documents and Samples in the  
17          field office apart from the Contract Documents used for construction. Do not use project record  
18          documents for construction purposes. Maintain record documents in good order and in a clean,  
19          dry, legible condition, protected from deterioration and loss. Provide access to project record  
20          documents for Architect's and Construction Manager's reference during normal working hours.

21   END OF SECTION 017839



1 SECTION 017900 - DEMONSTRATION AND TRAINING

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

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

6 1.2 SUMMARY

- 7 A. Section includes administrative and procedural requirements for instructing Owner's personnel,  
8 including the following:

- 9 1. Demonstration of operation of systems, subsystems, and equipment.  
10 2. Training in operation and maintenance of systems, subsystems, and equipment.  
11 3. Demonstration and training video recordings.

- 12 B. Related Requirements:

- 13 1. Divisions 03 through 44 Sections for specific requirements for demonstration and  
14 training for products in those Sections.

15 1.3 INFORMATIONAL SUBMITTALS

- 16 A. Instruction Program: Submit outline of instructional program for demonstration and training,  
17 including a list of training modules and a schedule of proposed dates, times, length of  
18 instruction time, and instructors' names for each training module. Include learning objective  
19 and outline for each training module.

- 20 1. Indicate proposed training modules using manufacturer-produced demonstration and  
21 training video recordings for systems, equipment, and products in lieu of video recording  
22 of live instructional module.

- 23 B. Qualification Data: For facilitator, instructors and videographer.

- 24 C. Attendance Record: For each training module, submit list of participants and length of  
25 instruction time.

- 26 D. Evaluations: For each participant and for each training module, submit results and  
27 documentation of performance-based test.

28 1.4 CLOSEOUT SUBMITTALS

- 29 A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of  
30 each training module.

- 1           1.    Identification: On each copy, provide an applied label with the following information:
- 2                   a.    Name of Project.
- 3                   b.    Name and address of videographer.
- 4                   c.    Name of Architect.
- 5                   d.    Name of Construction Manager.
- 6                   e.    Name of Contractor.
- 7                   f.    Date of video recording.
- 8           2.    Transcript: Prepared and bound in format matching operation and maintenance manuals.
- 9                   Mark appropriate identification on front and spine of each binder. Include a cover sheet
- 10                  with same label information as the corresponding video recording. Include name of
- 11                  Project and date of video recording on each page. Also provide in PDF electronic format.
- 12           3.    At completion of training, submit complete training manual(s) for Owner's use prepared
- 13                  and bound in format matching operation and maintenance manuals, and including in PDF
- 14                  electronic file format on compact disc.

15   1.5    QUALITY ASSURANCE

- 16    A.    Facilitator Qualifications: A firm or individual experienced in training or educating
- 17           maintenance personnel in a training program similar in content and extent to that indicated for
- 18           this Project, and whose work has resulted in training or education with a record of successful
- 19           learning performance.
- 20    B.    Instructor Qualifications: A factory-authorized service representative, complying with
- 21           requirements in Division 01 Section "Quality Requirements," experienced in operation and
- 22           maintenance procedures and training.
- 23    C.    Videographer Qualifications: A professional videographer who is experienced photographing
- 24           demonstration and training events similar to those required.
- 25    D.    Pre-construction Conference: Conduct conference at Project site to comply with requirements
- 26           in Division 01 Section "Project Management and Coordination." Review methods and
- 27           procedures related to demonstration and training including, but not limited to, the following:
- 28                  1.    Inspect and discuss locations and other facilities required for instruction.
- 29                  2.    Review and finalize instruction schedule and verify availability of educational materials,
- 30                  instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
- 31                  3.    Review required content of instruction.
- 32                  4.    For instruction that must occur outside, review weather and forecasted weather conditions
- 33                  and procedures to follow if conditions are unfavorable.

34   1.6    COORDINATION

- 35    A.    Coordinate instruction schedule with Owner's operations. Adjust schedule as required to
- 36           minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- 37    B.    Coordinate instructors, including providing notification of dates, times, length of instruction
- 38           time, and course content.

- 1 C. Coordinate content of training modules with content of approved emergency, operation, and  
2 maintenance manuals. Do not submit instruction program until operation and maintenance data  
3 has been reviewed and approved by Architect.

4 PART 2 - PRODUCTS

5 2.1 INSTRUCTION PROGRAM

- 6 A. Program Structure: Develop an instruction program that includes individual training modules  
7 for each system and for equipment not part of a system, as required by individual Specification  
8 Sections.

- 9 B. Training Modules: Develop a learning objective and teaching outline for each module. Include  
10 a description of specific skills and knowledge that participant is expected to master. For each  
11 module, include instruction for the following as applicable to the system, equipment, or  
12 component:

- 13 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:

- 14 a. System, subsystem, and equipment descriptions.  
15 b. Performance and design criteria if Contractor is delegated design responsibility.  
16 c. Operating standards.  
17 d. Regulatory requirements.  
18 e. Equipment function.  
19 f. Operating characteristics.  
20 g. Limiting conditions.  
21 h. Performance curves.

- 22 2. Documentation: Review the following items in detail:

- 23 a. Emergency manuals.  
24 b. Operations manuals.  
25 c. Maintenance manuals.  
26 d. Project record documents.  
27 e. Identification systems.  
28 f. Warranties and bonds.  
29 g. Maintenance service agreements and similar continuing commitments.

- 30 3. Emergencies: Include the following, as applicable:

- 31 a. Instructions on meaning of warnings, trouble indications, and error messages.  
32 b. Instructions on stopping.  
33 c. Shutdown instructions for each type of emergency.  
34 d. Operating instructions for conditions outside of normal operating limits.  
35 e. Sequences for electric or electronic systems.  
36 f. Special operating instructions and procedures.

- 1           4.    Operations: Include the following, as applicable:
  - 2           a.    Startup procedures.
  - 3           b.    Equipment or system break-in procedures.
  - 4           c.    Routine and normal operating instructions.
  - 5           d.    Regulation and control procedures.
  - 6           e.    Control sequences.
  - 7           f.    Safety procedures.
  - 8           g.    Instructions on stopping.
  - 9           h.    Normal shutdown instructions.
  - 10          i.    Operating procedures for emergencies.
  - 11          j.    Operating procedures for system, subsystem, or equipment failure.
  - 12          k.    Seasonal and weekend operating instructions.
  - 13          l.    Required sequences for electric or electronic systems.
  - 14          m.   Special operating instructions and procedures.
  
- 15          5.    Adjustments: Include the following:
  - 16          a.    Alignments.
  - 17          b.    Checking adjustments.
  - 18          c.    Noise and vibration adjustments.
  - 19          d.    Economy and efficiency adjustments.
  
- 20          6.    Troubleshooting: Include the following:
  - 21          a.    Diagnostic instructions.
  - 22          b.    Test and inspection procedures.
  
- 23          7.    Maintenance: Include the following:
  - 24          a.    Inspection procedures.
  - 25          b.    Types of cleaning agents to be used and methods of cleaning.
  - 26          c.    List of cleaning agents and methods of cleaning detrimental to product.
  - 27          d.    Procedures for routine cleaning
  - 28          e.    Procedures for preventive maintenance.
  - 29          f.    Procedures for routine maintenance.
  - 30          g.    Instruction on use of special tools.
  
- 31          8.    Repairs: Include the following:
  - 32          a.    Diagnosis instructions.
  - 33          b.    Repair instructions.
  - 34          c.    Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - 35          d.    Instructions for identifying parts and components.
  - 36          e.    Review of spare parts needed for operation and maintenance.
  - 37

1 PART 3 - EXECUTION

2 3.1 PREPARATION

- 3 A. Assemble educational materials necessary for instruction, including documentation and training  
4 module. Assemble training modules into a training manual organized in coordination with  
5 requirements in Division 01 Section "Operations and Maintenance Data."  
6 B. Set up instructional equipment at instruction location.

7 3.2 INSTRUCTION

- 8 A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules,  
9 to coordinate instructors, and to coordinate between Contractor and Owner for number of  
10 participants, instruction times, and location.  
11 B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain  
12 systems, subsystems, and equipment not part of a system.  
13 1. Architect will furnish an instructor to describe basis of system design, operational  
14 requirements, criteria, and regulatory requirements.  
15 2. Owner will furnish an instructor to describe Owner's operational philosophy.  
16 3. Owner will furnish Contractor with names and positions of participants.  
17 C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires  
18 seasonal operation, provide similar instruction at start of each season.  
19 1. Schedule training with Owner, through Construction Manager, with at least 14 days'  
20 advance notice.  
21 D. Training Location and Reference Material: Conduct training on-site in the completed and fully  
22 operational facility using the actual equipment in-place. Conduct training using final operation  
23 and maintenance data submittals.  
24 E. Evaluation: At conclusion of each training module, assess and document each participant's  
25 mastery of module by use of a written performance-based test.  
26 F. Cleanup: Collect used and leftover educational materials and remove from Project site.  
27 Remove instructional equipment. Restore systems and equipment to condition existing before  
28 initial training use.

29 3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- 30 A. General: Engage a qualified commercial videographer to record demonstration and training  
31 video recordings. Record each training module separately. Include classroom instructions and  
32 demonstrations, board diagrams, and other visual aids, but not student practice.  
33 1. At beginning of each training module, record each chart containing learning objective  
34 and lesson outline.

- 1 B. Video: Provide minimum 640 x 480 video resolution converted to .mp4 format file type, on  
2 electronic media.
- 3 1. Electronic Media: Read-only format compact disc acceptable to Owner, with  
4 commercial-grade graphic label.
- 5 2. File Hierarchy: Organize folder structure and file locations according to project manual  
6 table of contents. Provide complete screen-based menu.
- 7 3. File Names: Utilize file names based upon name of equipment generally described in  
8 video segment, as identified in Project specifications.
- 9 4. Contractor and Installer Contact File: Using appropriate software, create a file for  
10 inclusion on the Equipment Demonstration and Training DVD that describes the  
11 following for each Contractor involved on the Project, arranged according to Project table  
12 of contents:
- 13 a. Name of Contractor/Installer.
- 14 b. Business address.
- 15 c. Business phone number.
- 16 d. Point of contact.
- 17 e. E-mail address.
- 18 C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to  
19 adequately cover area of demonstration and training. Display continuous running time.
- 20 1. Film training session(s) in segments not to exceed 15 minutes.
- 21 a. Produce segments to present a single significant piece of equipment per segment.
- 22 b. Organize segments with multiple pieces of equipment to follow order of Project  
23 Manual table of contents.
- 24 c. Where a training session on a particular piece of equipment exceeds 15 minutes,  
25 stop filming and pause training session. Begin training session again upon  
26 commencement of new filming segment.
- 27 D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment  
28 markings are clearly visible prior to recording.
- 29 1. Furnish additional portable lighting as required.
- 30 E. Narration: Describe scenes on video recording by audio narration by microphone while video  
31 recording is recorded. Include description of items being viewed.
- 32 F. Transcript: Provide a transcript of the narration. Display images and running time captured  
33 from videotape opposite the corresponding narration segment.
- 34 G. Pre-produced Video Recordings: Provide video recordings used as a component of training  
35 modules in same format as recordings of live training.

36 END OF SECTION 017900

1  
2 SECTION 019000 - UTILITY LOCATION REQUIREMENTS

3  
4 PART 1 - GENERAL

5  
6  
7 1.1 RELATED DOCUMENTS

- 8  
9 A. Drawings and general provisions of the Contract, including General and Supplementary  
10 Conditions and Division 1 Specification Sections, apply to this Section.  
11

12  
13 1.2 DESCRIPTION

- 14  
15 A. General: Contractor shall provide notice to the utility location service at least two (2) business  
16 days prior to any excavation work.  
17

18  
19 PART 2 PRODUCTS (Not Applicable)

20  
21  
22 PART 3 EXECUTION

23  
24 3.1 EXECUTION

25  
26 A. Protection of Utilities

- 27  
28 1. Any pipes or other utilities encountered in the excavation shall be shored up and cared  
29 for by the Contractor as to leave them in a proper working condition until such times as  
30 the Owner shall determine what shall be done with them.  
31 2. Any utilities mislocated or inadequately located by the appropriate utility company,  
32 which are damaged by the Contractor, shall not constitute reimbursement for time  
33 extension to the Contractor from the Owner for repair(s) of work that the Contractor  
34 performs.  
35 3. No underground utility or structures shall be backfilled until they are inspected and  
36 approved by the Owner. The Contractor shall give the Owner forty-eight (48) hours  
37 notice of his intention to backfill or cover his work. Any work covered up without  
38 approval or proper required inspection shall, upon request of the Owner, be uncovered  
39 for inspection at the expense of the Contractor. If the law or ordinance of any public  
40 authority requires any work to be tested, approved, or inspected, the Contractor shall  
41 arrange an appointment and a fixed date for such inspection.  
42

43 B. Damage to Utilities

- 44  
45 1. Upon receipt of written notification from any of the public agencies or utilities that the  
46 Contractor has caused damage to any facility, equipment or installation of the agency,  
47 and the Contractor failed to request a utility locate service from said utility at least two  
48 (2) normal business days prior to the damage, or if the locate service was properly  
49 requested and the damage was not caused by an error in the locate service, the Owner

- 1 will withhold from forthcoming or accrued Contract payment, including advances, a sum  
2 sufficient to protect the agency or utility from loss.
- 3 2. Upon receipt of a release of claim by the notifying utility or upon judgment of a court  
4 having jurisdiction in the matter and having established that the Contractor is liable for a  
5 lesser amount or is not liable for the damage, the Owner will release the excess funds to  
6 the Contractor. Funds withheld pursuant to this provision shall not bear interest. Upon  
7 receipt of satisfactory evidence for the Contractor in a court of competent jurisdiction  
8 within sixty (60) days after discovery of the damage, the Owner shall release the funds  
9 withheld pursuant to this provision.
- 10 3. Exercise reasonable care to prevent damage to existing utilities. At Contractor's  
11 expense, immediately repair, restore, or relocate. Contractor shall not leave site until  
12 repairs have been completed.
- 13  
14  
15 END OF SECTION 01900