PIERCe COUNTY SMALL PUBLIC WORKS ROSTER (SWR)
INVITATION TO BID NO. 2014
PROJECT TITLE: SPANAWAy PARK SIDEWALK IMPROVEMENTS

All Bids are to be returned via email to:
pcpurchasing@co.pierce.wa.us or to:
Pierce County Purchasing Main Offices:
950 Fawcett Ave Suite 100, Tacoma, WA 98402

PROCUREMENT CONTACT:
Diana Peterson, Pierce County Procurement and Contract Services
Phone: 253-798-6647
Email: dpeter5@co.pierce.wa.us
Address: 950 Fawcett Ave Suite 100, Tacoma, WA 98402

Small Public Works BID Procurement Dates:

SWR BID Issue Date: February 2, 2018
Project Walk-Thru Date/Time: February 12, 2018 9:00 AM
Questions Cut-off Date/Time: February 16, 2018 4:00PM
Bid Due Date/Time: February 23, 2018 2:00 PM

*Bids for Small Works Roster Advertised projects will ONLY be accepted from contractors who are both listed on Pierce County’s Small Works Roster and have a certificate of registration in compliance with RCW 18.27 for the performance of the Work at the time of bid opening.*
INVITATION TO BID NO. 2014
SPANAWAY PARK SIDEWALK IMPROVEMENTS

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**BID FORM**

**BIDDER REGISTERED NAME:**

**BID DATE:**

Having carefully examined all drawings & specifications prepared by Pierce County, as well as the premises and conditions affecting the work, the Undersigned proposes to furnish all labor, equipment, and materials and perform all work, in accordance with the terms & conditions and prevailing wage requirements attached, which price is hereby designated as to the total proposal price for all necessary work.

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Qty</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Site preparation, including mobilization, temporary restroom facilities, and demobilization at project completion.</td>
<td>1</td>
<td>LS</td>
<td>$</td>
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<tr>
<td>2</td>
<td>TESC, including installation, monitoring, maintenance, and removal.</td>
<td>1</td>
<td>LS</td>
<td>$</td>
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<td>3</td>
<td>Grading for cut/fill placement.</td>
<td></td>
<td>CY</td>
<td>$</td>
<td></td>
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<tr>
<td>4</td>
<td>Soil Amendment.</td>
<td>861</td>
<td>SF</td>
<td>$</td>
<td></td>
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<tr>
<td>5</td>
<td>Storm Drainage, including new catch basin, 8&quot; PVC, pipe outfall, Filterra grate retrofit, and Filterra plantings.</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td></td>
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<tr>
<td>6</td>
<td>Cement Concrete Traffic Curb, including sawcutting, removal, subgrade preparation, subbase installation, compaction, inspection, forming, placing, finishing, curing, and form removal.</td>
<td>158</td>
<td>LF</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Cement Concrete Curb and Gutter, including, placing, sawcutting, removal, subgrade preparation, subbase installation, compaction, inspection, finishing, curing and form removal.</td>
<td>51</td>
<td>LF</td>
<td>$</td>
<td></td>
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<td>8</td>
<td>Cement Concrete Sidewalk, including subgrade preparation, subbase installation, compaction, inspection, placing, finishing, curing, and form removal.</td>
<td>141.5</td>
<td>SY</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Asphalt paving including sawcutting, removal, grading, subgrade preparation, placing, compacting, curing.</td>
<td>1.95</td>
<td>CY</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Construction Staking, including clearing limits, sawcut lines, grading, storm drainage, traffic curb, traffic curb and gutter, and sidewalk.</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td></td>
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</table>

**TOTAL BID:** $

**ADDENDA:** Bidder acknowledges review of all Addenda through No. _________
CONTACT INFORMATION:

FIRM: ________________________________

ADDRESS: ________________________________

CITY: ____________ STATE: _____ ZIP: ________

NAME OF MAIN CONTACT FOR THIS BID:

PHONE: ________________________________

EMAIL: ________________________________

SIGNATURE OF AUTHORIZED PERSON*: ________________________________

PRINT NAME & TITLE: ________________________________

DATE: ________________________________

Complete the tax status information for one of the following business entity types. Individual or Corporate name must match exactly as registered with either Social Security Administration or Internal Revenue Service.

Identification of Contractor as a sole proprietor, a partnership, a joint venture, a corporation or another described form of legal entity: ________________________________

Federal Tax ID# (EIN or SSN – as applicable): ________________________________

* If a corporation, bid must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, bid must be executed by a partner.
BIDDER RESPONSIBILITY INFORMATION FORM (TO BE SUBMITTED WITH BID):

State of Washington Contractor's License No:

________________________________________

Unified Business Identifier (UBI) No:

________________________________________

Employment Security Department No:

________________________________________

BIDDER FIRM REGISTERED FOR PIERCE COUNTY'S SMALL WORKS ROSTER: ☐ YES ☐ NO

Bids for Small Works Roster Advertised projects will ONLY be accepted from contractors who are registered on Pierce County’s Small Works Roster maintained by MRSCRosters.org

BIDDER HAS SUBMITTED ALL REQUIRED BIDDER REFERENCE INFORMATION, AS REQUIRED BY THE SPECIFICATIONS OF THIS BID: ☐ YES ☐ NO

New Bidder Responsibility Criteria: As of July 23, 2017 per RCW 39.04.350(1)(g) all bidders must certify to the below statement to be considered a responsible bidder on public works projects:

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid due date, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the statement regarding Certification of Compliance with Wage Payment Statutes is true and correct.

*SIGNATURE OF AUTHORIZED PERSON: ____________________________________________

PRINT NAME & TITLE: ____________________________________________________________

DATE: ________________________________

*to determine ‘authorized’ person reference RCW 9A.72.085
SCOPE OF WORK PAGE 1 OF 3

JOB SITE: Spanaway Park: 14905 Bresemann Blvd. South, Spanaway, WA 98387

PROJECT CONTACTS:

- Procurement Officer: Diana Peterson, Procurement & Contract Services, dpeter5@co.pierce.wa.us
- Capital Project Manager: Benjamin Barrett, (253) 798-4081 bbarret@co.pierce.wa.us

PRE-BID MEETING: To be held on Monday, February 12th at 09:00 AM. Meet on foot at the pedestrian crosswalk on the southwest corner of the intersection of Bresemann Boulevard and Military Road.

No other such opportunity is anticipated or planned.

PRE-BID QUESTIONS: All questions must be submitted in writing to Procurement & Contract Services at pcpurchasing@co.pierce.us.wa not later than 4:00 PM, February 16, 2018.

PROJECT ESTIMATE: $50,000 - $55,000+ tax

HOLDER’S LIST: Email Jana Prince, jprince@co.pierce.wa.us, to have your firm added to the Holder's List for this Bid.

COMPLETION TIME: The successful bidder will be required to complete all basic bid work within 60 calendar days of Notice to Proceed.

Please Note: Oral explanations, interpretations, or instructions given by anyone before award of a contract will not be binding on the County.

PART 1 – GENERAL

1.1 DESCRIPTION

A. Provide all labor, materials, equipment and incidentals to construct a cement concrete sidewalk extension to connect the existing asphalt path system to the existing cement concrete ADA ramp at Military Road. The work also includes installation of a new catch basin, associated piping, retrofitting the existing Filterra storm drainage structure, and construction staking. It is the bidder’s responsibility to examine the site conditions and verify the quantities and locations of the materials to be removed prior to bidding. For the complete scope of work, see the accompanying project plans.

Work generally includes but is not limited to clearing and grading, temporary erosion and sediment control measures, demolition and removal of existing curb, installing new curb, new curb and gutter, new sidewalk, new catch basin with associated piping and pipe out fall pad, amended soil, hydroteed slopes, and Filterra storm drainage structure retrofit.

B. Contractor will only be able to access the site from the Bresemann Boulevard at its intersection with Military Road.

C. Furnish all permits, fees, labor, materials, equipment and all other appurtenances needed to complete the scope of work. An Abbreviated Plan permit from Pierce County Planning and Land Services is required for this project.

D. No work shall occur prior to issuance of the notice to proceed from the Pierce County Project Manager and the contractor’s participation in an onsite preconstruction meeting.
E. Contractor will control all conditions which may cause adverse responses from patrons or local residents.

F. Contractor shall provide a safe construction site for all workers and the public during project construction. All debris generated by this project is the contractor's responsibility and shall be promptly removed and legally disposed of off the owner's property.

G. Contractor shall provide all labor, materials and equipment to perform all work.

H. The project limits are within 200' of Spanaway Creek. In addition to the erosion control measures shown on the Contract Documents and specifications, the Contractor shall exercise diligence and install erosion control measures to the maximum extent feasible to not discharge turbid construction site runoff toward Spanaway Creek.

1.2 EXISTING CONDITIONS:

A. Examine the site to determine existing conditions and extent of work required. The contractor is responsible for all necessary measurements of the work. Failure of contractor to visit the site and familiarize themselves with the existing conditions shall in no way relieve them from obligations with respect to their bid or contract.

1.3 QUALITY ASSURANCE:

A. All work performed shall be in accordance with all applicable codes, regulations, ordinances, rules, and regulations of all public, municipal, and local and state jurisdictional codes that have bearing on the project. All products shall be installed per the manufacturer's instructions.

B. Contractor shall provide three representative projects, with contact names and phone numbers, similar in size and scope to this project with the submitted bid. Bids submitted without references may be considered non-responsive.

C. Thoroughly inspect the site, related work, and notify Benjamin Barrett before bidding of any conditions adversely affecting the performance of the installation.

D. As part of Contract Close-Out, Contractor shall provide written guarantee covering all materials, labor, equipment and related items in addition to any product and/or manufacturer warranties for a period of one (1) year from Final Acceptance of the contract. Any defects that develop within one year from the date of physical completion shall be replaced at the expense of the Contractor.

PART 2 – MATERIALS

2.1 GENERAL

Materials are as specified in the Contract Documents and specifications prepared by Pierce County or County approved equal. If bidding other than the specified material, include descriptive literature with your quote. It shall be Pierce County's sole decision as to determining if an item is approved as an equal.

PART 3 – EXECUTION

3.1 SITE PREPARATION:

A. Do not work until a pre-construction meeting with the Owner is held. The meeting will be held on site prior to issuance of Notice to Proceed.
B. Contractor is responsible for providing protection of adjacent property and existing work.

3.2 CLEAN UP:

A. Job site shall be cleaned of all excess materials; all area impacted by construction including the contractor laydown area shall be restored to original condition, as approved by the Owner.
THIS CONTRACT, made and entered into by and between

PIERCE COUNTY
950 Fawcett Avenue Ste 100
Tacoma WA 98402

hereinafter referred to as the Owner, and

ALL CAPS BUSINESS NAME
Address Line
City, WA 98###

hereinafter referred to as the Contractor shall be the agreed basis of performing the work identified herein.

FIRST: The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc. necessary to perform and complete in a workmanship like manner the work called for in the contract documents entitled:

Bid No. #### – Title Project; Contract No. SC-######

Prepared by Pierce County Purchasing according to the terms of such contract documents which documents are incorporated herein by reference. The contract documents shall include, but shall not be limited to, the accepted Proposal, General and Special Conditions, Specifications, Drawings, Addenda, Bond, Advertisement for Bids, and this Contract.

SECOND: Time for Completion: The work to be performed under this contract shall commence as soon as the Contractor been officially received the Notice to Proceed by the Department and shall be substantially completed within ### calendar days with an additional ## calendar days available to Final Completion of the project.

The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum calculated according to the liquidated damages formula in paragraph 1.08.9 of General Provisions - Construction for each calendar day thereafter that the work remains uncompleted, which sum is agreed upon as the liquidated damages which the Owner will sustain in case of the failure of the Contractor to complete the work at the time stipulated, and this sum is not to be construed as in any sense a penalty.

THIRD: In consideration of the Contract Documents and the Contractor’s submitted bid, dated Month, XX, XXXX, herein contained on the part of the Contractor, the Owner hereby agrees to pay the Contractor for said work completed according to the Contract Documents, the sum of ***spell out contract dollar amount*** ($#,###,###.##), plus Washington State Sales Tax.

PROGRESS PAYMENTS shall be made, not more often than monthly, on amounts earned by the Contractor and certified by the Contract Manager/Project Coordinator for the work period specified in the application for payment, [[[less 5% retainage]]] **OR** [[[less 15% retainage to be held in lieu of the payment and performance bond]]] as set forth in the contract documents. Release of retained percentage will be made as required by law after date of final acceptance, and receipt of all necessary releases and settlement of any liens.

This contract shall be construed and governed by the laws and statutes of the State of Washington.
IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of ____________, 20__.

CONTRACTOR: CONTRACTOR NAME

Contractor Signature Date
Title: ____________________________
Name: ____________________________
Address: __________________________
Mailing Address: ____________________

Point of Contract Name:

Phone No. __________________________
Email Address: ______________________

CONTRACTOR-
Complete the tax status information for ONE of the following business entity types. Individual or Corporate name must exactly match that which is registered with either Social Security Administration or Internal Revenue Service.

SOLE PROPRIETOR:
Business Owner's Name ____________________________ Business Owner's Social Security Number

DBA/Business or Trade Name (if applicable)

PARTNERSHIP:
Name of Partnership ____________________________ Partnership's Employer Id Number

CORPORATION:
Name of Corporation ____________________________ Corporation's Employer Identification Number
CERTIFICATE OF INSURANCE

This is to certify to the County of Pierce, Tacoma, Washington, that the following policies are in force for:

ALL CAPS BUSINESS NAME
Address one
City, ST 98###

Contract Title and/or Description of Job:

Bid No. XXXX – Title of Project or Contract; Contract No. SC-#######

1. Commercial General Liability Insurance
   A. Commercial General Liability Insurance and Commercial Automobile Liability Insurance with limits of not less than:

<table>
<thead>
<tr>
<th>Coverages</th>
<th>Limits of Liability</th>
</tr>
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<tbody>
<tr>
<td>Commercial General:</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury Liability and Property Damage Liability Insurance</td>
<td>$2,000,000 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$4,000,000 aggregate</td>
</tr>
<tr>
<td>Commercial Automobile:</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury Liability and Property Damage Liability Insurance</td>
<td>$2,000,000 each occurrence</td>
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<tr>
<td></td>
<td>or combined single limit coverage of $2,000,000</td>
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</table>

B. Excess/Umbrella Liability Coverage

C. The following coverages shall be included in both Primary and Excess Liability contracts:

   1. Broad form Property Damage Coverage yes__ x__ no____
   2. Blanket Broad Form Contractual yes__ x__ no____
   3. Stop-Gap Employer's Contingent Liability yes__ x__ no____
   4. Independent Contractors Liability yes__ x__ no____
   5. Personal Injury Liability (Libel, Slander, Defamation) yes__ x__ no____
   6. Products and Completed Operations yes__ x__ no____
   7. Non-owned and Hired Car Coverage yes__ x__ no____

D. General Requirements of Policy(ies)

   1. Pierce County is named as an additional insured as respects this contract and such insurance as is carried by the contractor is primary (over any insurance carried by Pierce County).

   2. In the event of nonrenewal, cancellation or material change in the coverage provided, thirty (30) days written notice will be furnished the County of Pierce prior to the date of nonrenewal, cancellation or change, such notice to be sent to the County Risk Manager, 955 Tacoma Ave S, Room 303, Tacoma, Washington, 98402.

   3. Pierce County has no obligation to report occurrences unless a claim is filed with the County Risk Manager and Pierce County has no obligation to pay premiums.
4. The contractor’s insurance policies contain a “cross liability” endorsement substantially as follows:
The inclusion of more than one Insured under this policy shall not affect the rights of any insured as respects any claim, suit or judgement made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company’s liability beyond the amount or amounts for which the company would have been liable had only one Insured been named.

<table>
<thead>
<tr>
<th>Insurance Company(ies)</th>
<th>Policy #</th>
<th>Effective</th>
<th>Expires</th>
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</table>

I, ___________________________________, hereby certify that I am an Authorized Representative of the above named insurance company(ies); that I and said company are licensed to do business in the State of Washington; that I have read the foregoing Certificate of Insurance and know the contents thereof; and that the policies of insurance listed above provide the insurance coverage required by this Certificate of Insurance.

________________________________________
Authorized Representative

Subscribed and sworn to before me this _____day of ____________, 20__.  

________________________________________
Notary Public in and for the State of Washington, residing at ________________________________.

The undersigned further certifies that the above signed is his authorized insurance representative.

________________________________________
Contractor
2. **Property Insurance**
   A. The following coverages are provided as indicated:
      1. Builders/Installation Floater/All Risk yes_____ no_____ x____
      2. Earthquake and Flood yes_____ no_____ x____
   B. **General Requirements of Policy(ies)**
      1. Provisions of paragraph 1(c), (1,2,3) above
      2. Pierce County is not obligated to notify the insurance company(ies) if all or part of the building or structure is occupied by Pierce County.

<table>
<thead>
<tr>
<th>Insurance Company(ies)</th>
<th>Policy #</th>
<th>Effective</th>
<th>Expires</th>
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________________________________________
Authorized Representative

Subscribed and sworn to before me this _____day of ___________, 20__.

________________________________________
Notary Public in and for the State of Washington, residing at _________________.

The undersigned further certifies that the above signed is his authorized insurance representative.

________________________________________
Contractor

3. **Compensation Insurance**

   The following coverages are provided as indicated:
   A. Workmen's Compensation Act of the State of Washington (Account No. ________________)
   B. Washington State Certified Workers Compensation Self Insurance (Account No. ________________)
   C. Federal Compensation Insurance as required by law.
CONTRACT BOND FORM

PUBLIC WORKS CONTRACT BOND PIERCE COUNTY

Bond No:____________

KNOW ALL BY THESE PRESENTS, That we,__________________________, as Principal, and the _____________________________, a corporation, organized and existing under and by virtue of the laws of the State of Washington, as surety, are held and firmly bound and obligated unto PIERCE COUNTY, 950 Fawcett Avenue, Ste 100, Tacoma Washington 98402 in the full and just sum of one million two hundred thirty-four thousand five hundred sixty-seven dollars and eighty-nine cents ($1,234,567.89), plus Washington State Sales Tax, lawful money of the United States, for the payment of which sum well and truly to be made, we do bind ourselves, our and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

This bond is executed in pursuance of Chapter 39.08, Revised Code of Washington. THAT CONDITIONS OF THIS OBLIGATION ARE SUCH, that WHEREAS, the Principal entered into a certain contract with PIERCE COUNTY dated the ______day of _______________, 20__ for

Contract Number SC-###### – XXXTitle of Project or Contract ServicesXXX

NOW, THEREFORE, if the Principal shall faithfully perform all the provisions of such contract and pay all laborers, mechanics and subcontractors and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, then this obligation is void; otherwise to remain in full force and effect.

Provided, however, that the conditions of this obligation shall not apply to any money loaned or advanced to the Principal or to any subcontractor or other person in the performance of any such work.

IMPORTANT: Surety companies executing bonds must have an A.M. Best Rating of B+ FSC of (6) or higher, have an underwriting limitation of not less than the Contract Sum, and be authorized to transact business in the State of Washington.

Signed and Sealed the_________ day of ____________, 20___.

SURETY CONTORRACTOR

______________________________  _____________________________
Signature                     Signature

______________________________  _____________________________
Printed Name and Title        Printed Name and Title

Power of Attorney attached.

END OF SECTION
Pierce County requires that all businesses which contract with the County for a public work be enrolled in the Federal E-Verify Program if the value of the contract is in excess of $100,000 and the duration of the contract is greater than 120 days. The requirement extends to every subcontractor meeting the same criteria. The Prime Contractor must provide certification of enrollment with bid submittal. The Prime Contractor is responsible for verification of every applicable subcontractor. Pierce County reserves the right to require a copy of a Memorandum of Understanding between the Prime or any Subcontractor and Department of Homeland Security upon request at any time during the project verifying the contractor’s enrollment. Failure to provide this document could result in suspension of the project. This requirement does not currently apply to projects funded entirely or in part by Federal funding sources.

The Federal E-Verify Program is a web-based application that can be accessed at: www.dhs.gov/everify.

The undersigned declares, under penalty of perjury under the laws of Washington that:

1. That the above named firm is currently enrolled in and using the E-Verify system implemented on March 1, 2010 as outlined in PCC 2.106.022 and will continue to use the E-Verify system for so long as work is being performed on the above named project.

2. I certify that I am duly authorized to sign this declaration on behalf of the above named bidder/proposer.

3. I acknowledge that Pierce County reserves the right to require a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program at any time. Failure to provide the required Memorandum of Understanding within 10 days of request could lead to suspension of this contract.

Dated at ___________________________________________ Washington

this __________ day of _________________________, 20_____

Signature ____________________________________________

Printed Name __________________________________________

Title ___________________________________________________

END OF FORM
As the authorized representative of (Bidder's Firm) ____________________________ the Bidder does not intend to sublet any portion of this contract.

<table>
<thead>
<tr>
<th>Firm Name, Address and Phone Number</th>
<th>Describe Work or Supply Item</th>
<th>Subcontract Amount</th>
<th>Sub</th>
<th>Sup</th>
<th>MFG</th>
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BY ___________________________________________ TITLE __________________________ DATE _______
# 8 - PERSONNEL WORKFORCE DATA FORM FOR ALL CONTRACTORS

Firm Name ___________________________________________ Project ________________________________

Address: ___________________________________________________________ Phone Number

Contract Work Hours (Estimate) ______________ Type of Service Provided

CONTRACTOR’S ENTIRE WORK FORCE - if you need additional space, photo copy this section and attach it to this form.

<table>
<thead>
<tr>
<th>Occupation</th>
<th>Total Employed</th>
<th>Total Minority</th>
<th>Native American</th>
<th>Asian</th>
<th>Black</th>
<th>Hispanic</th>
<th>Apprentice / Trainee</th>
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<td>M</td>
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<td>M</td>
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<td>Officers/Managers</td>
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<td>Foremen/Supervisors</td>
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<td>Clerical</td>
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<td>Carpenters</td>
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<td>Electricians</td>
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TOTALS:

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<tr>
<th>Total Employed</th>
<th>Total Minority</th>
<th>Native American</th>
<th>Asian</th>
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<th>Hispanic</th>
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CERTIFICATION OF NONSEGREGATED FACILITIES

The contractor certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of contractor's establishments.

The contractor further certifies that none of the contractor's employees are permitted to perform their services at any location under the contractor's control during the life of this contract where segregated facilities are maintained. The contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

The contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to Contract Compliance Division.

NON-COLLUSION & DEBARMENT AFFIDAVIT

I, the undersigned, having carefully examined the Invitation to Bid, propose to furnish materials, equipment, supplies and/or services as set forth herein.

Being first duly sworn, on my oath, I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgement rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the last three years. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

"A suspending or debarring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549..."
(49CFR Part 29 Section 29.215).

Signature: _____________________________________________________________

Printed Name and Title: ________________________________________________
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1. GENERAL REQUIREMENTS

1.01 DEFINITIONS

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1.01.3 Definitions

Addendum
A written or graphic document, issued to all bidders and identified as an addendum prior to bid opening, which modifies or supplements the bid documents and becomes a part of the contract.

Award
The formal decision of the County to notify the lowest responsible responsive bidder to execute and return a contract for execution by the County.

Bid, Proposal
The offer of a bidder on a properly completed proposal form to perform the contract.

Bidder
An individual, partnership, firm, corporation, or joint venture, submitting a proposal or bid.

Bid Documents
The component parts of the proposed contract which may include, but are not limited to, the proposal form, the proposed contract provisions, the proposed contract plans, addenda, and subsurface boring logs (if any).

Contract
The written agreement between the County and the Contractor. It describes, among other things:

1. What work will be done, and by when,
2. Who provides labor and materials, and
3. How Contractors will be paid.

The contract includes the contract (agreement) form, bidder's completed proposal form, contract general provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreement, change orders and subsurface boring logs (if any).

Contract Bond
The approved form of security furnished by the Contractor and the Contractor's Surety as required by the contract that guarantees performance of all the work required by the contract and payment to anyone who provides supplies for the performance of the work.

Contract Form (Agreement Form)
The form provided by the County that requires the authorized signatures of the Contractor and the County to result in formal execution of the contract.

Contracting Officer
The County official charged with the responsibility for administration of the construction contract and determination of matters arising under or related to the contract. The Contracting Officer shall be the person identified as such in the Contract Documents. Provided, that for decisions, determinations, change orders or other actions involving a change in the amount payable under the contract which exceed $250,000 in the aggregate over the contract price previously approved by the Executive, the term Contracting Officer shall mean the Pierce County Executive.

Contractor
The individual, partnership, firm, corporation, or joint venture, contracting with the County to do prescribed work.

Contract Plans
A publication addressing the work required for an individual project. At the time of the call for bids, the contract plans may include, but are not limited to, the following: a vicinity map, a summary of quantities, structure notes, signing information, traffic control plans, and detailed drawings; all for a specific individual project. After the contract execution date the contract plans include any addenda.
Contract Provisions
A publication addressing the work required for an individual project. At the time of the call for bids, the contract provisions may include, for a specific individual project, the general provisions, the special provisions, a listing of the applicable standard plans, the prevailing minimum hourly wage rates, and an informational proposal form with the listing of bid items. The proposed contract provisions may also include, for a specific individual project, the required contract provisions federal aid construction contracts, and various required certifications or declarations. After the contract execution date the contract provisions include the proposed contract provisions and include any addenda, a copy of the contract form, and a copy of the proposal form with the contract prices and extensions.

Inspector
The Contracting Officer's representative who inspects contract performance in detail.

Plans
The contract plans or standard plans which show location, character, and dimensions of prescribed work including layouts, profiles, cross-sections, and other details.

Proposal Form
The form provided to bidders by the County for submittal of a proposal or bid to the County for a specific project. The form includes the item number, estimated plan quantity, and item description of the bid items along with blank spaces to be completed by the bidder for the unit prices, extensions, the total bid amount, signatures, date, acknowledgment of addenda, and the bidder's address. The required certifications and declarations are part of the form.

Special Provisions
Supplemental specifications and modifications to the standard specifications and the amendments to the standard specifications that apply to an individual project.

Specifications
Provisions and requirements for the prescribed work.

Subcontractor
An individual, partnership, firm, corporation, or joint venture who is sublet part of the contract by the Contractor.

Surety
A company that is bound with the Contractor to ensure performance of the contract, payment of all obligations pertaining to the work, and fulfillment of such other conditions as are specified in the contract, contract bond, or otherwise required by law.

Titles (or Headings)
The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

Work
The provision of all labor, materials, tools, equipment, and everything needed to successfully complete a project according to the contract.

Working Drawings
Shop drawings, shop plans, erection plans, false work plans, framework plans, cofferdam, cribbing and shoring plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, which the Contractor must submit to the Contracting Officer for approval.

1.02  BID PROCEDURES AND SPECIFICATIONS

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1.02.4  Examination of Plans, Specifications, and Site of Work

1.02.4(l)  General
The bidder shall carefully examine the bid documents as defined in Section 1.01.3. Submittal of a bid shall be conclusive evidence that the bidder has made these examinations and understands all requirements for the performance of the completed work. The bidder further warrants, agrees, and acknowledges by submitting a bid that it:
1. Has taken steps reasonably necessary to ascertain the nature and location of the work;
2. Has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to:
   a. Conditions bearing upon acquisition, transportation, disposal, handling and storage of materials,
   b. The availability of labor, materials, water, electric power, and roads,
   c. Uncertainties of weather, river stages, tides, or similar physical conditions at the site,
   d. The conformation and condition of the ground and site, and
   e. The character of equipment and facilities needed preliminary to and during work performance, and
   f. The extent to which continued operation of existing facilities at the site limits construction and staging;
3. Has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the work site (including material sites) as well as from the bid documents and other information made a part of this contract; and
4. Has satisfied itself as to the adequacy of time allowed for completion of the contract.

Any failure of the bidder to take the actions described and acknowledged in this clause shall not relieve the bidder from responsibility for estimating properly the difficulty and cost of successfully performing the work, or from proceeding to successfully perform the work without additional expense to the County.

The bidder agrees that the County shall not be liable to it on any claim for additional payment or additional time or any claim whatsoever if the claim directly or indirectly results from the bidder's failure to investigate and familiarize itself sufficiently with the conditions under which the contract is to be performed.

The bidder shall be familiar and comply with all Federal, State, and local laws, ordinances, and regulations which might affect those engaged in the work. Pierce County need not consider any plea of misunderstanding or ignorance of such requirements.

Bid prices shall reflect what the bidder anticipates to be the cost of completing the work, including methods, materials, labor, and equipment. Except as the contract may provide, the bidder shall receive no payment for any costs that exceed those in the bid prices accepted by the County.

Prospective bidders are advised that work on or adjacent to water may require insurance coverage in compliance with:
1. The Longshoremen's and Harbor Worker's Compensation Act (administered by the U.S. Department of Labor), or
2. The State Industrial Insurance Act (administered by the Washington State Department of Labor and Industries), or
3. Both.

The Contractor shall bear all cost for all insurance required by the Contract.

Any prospective bidder desiring an explanation or interpretation of the bid documents, must request the explanation or interpretation in writing soon enough to allow a written reply to reach all prospective bidders before the submission of their bids. Oral explanations, interpretations, or instructions given by anyone before award of a contract will not be binding on the County. Any information given a prospective bidder concerning any of the bid documents will be furnished to all prospective bidders as an addendum, if that information is deemed by the County to be necessary in submitting bids, or if the County concludes that the lack of the information would be prejudicial to other prospective bidders.
1.02.4(2) Subsurface Information

If the County has made subsurface investigation of the site of the proposed work, the boring log data and soil sample test data accumulated by it will be made available for inspection by bidders. The boring logs shall be considered as part of the contract. However, the County makes no representation or warranty expressed or implied that:

1. The bidders’ interpretations from the boring logs are correct;
2. Moisture conditions and indicated water tables will not vary from those found at the time the borings were made; and
3. The ground at the location of the borings has not been physically disturbed or altered after the boring was made.

Pierce County specifically makes no representations, guarantees, or warranties as to the condition, materials, or proportions of the materials between the specific borings regardless of any subsurface information the County may make available to the prospective bidders.

The availability of subsurface information from the County shall not relieve the bidder or Contractor from any risks or of any duty to make examinations and investigations as required by paragraph 1.02.4(l) or any other responsibility under the contract or as may be required by law.

1.02.5 Proposal Forms

All proposals shall be submitted on proposal forms supplied by the County with the Small Works Roster Bid.

The proposal form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and any materials to be furnished at unit bid prices. The bidder shall complete spaces on the proposal form that call for unit prices, extensions, the total bid amount, signatures, date, acknowledgement of addenda, the bidders Washington Contractor's registration number, and the bidder's address. The required certifications are included as part of the proposal form.

Pierce County reserves the right to arrange the Proposal Forms with Alternatives, Additives, or Deductives, if such be to its advantage. The Bidder shall bid on all Alternatives, Deductives, or Alternates set forth in the Proposal Forms unless otherwise specified in the Special Provisions.

1.02.6 Preparation of Proposal

Pierce County will accept only those proposals properly executed on forms it provides.

All prices shall be in legible figures (not words) written in ink or typed. The proposal shall include:

1. A unit price for each item where requested (omitting digits more than 4 places to the right of the decimal point),
2. An extension for each unit price where requested, or the total price for each item for which no unit price is requested, including all alternative bid items,
3. The total contract price (the sum of all extensions and non-unit price items).

The bidder shall confirm that all addenda have been received.

The bidder shall include with the proposal all submittals required by the paragraph entitled Contract and Procurement Assistance, if any.

Any firm doing business under an assumed name shall submit a certified copy of a "Certificate of Assumed Name". The legal name of the bidder shall be included.

The bidder shall include with his/her bid the names of all proposed subcontractors with whom the bidder, if awarded the contract will subcontract for performance of the categories of work designated on the list to be submitted with the bid or to indicate by naming itself that a category of work on the list shall not be subcontracted.
Proposals shall be signed by the person or persons having authority to sign them. Pierce County may require bidders to furnish duly authenticated copies of resolutions, or minutes or power-of-attorney from each person or entity to be bound, evidencing that authority. If a bidder is a corporation the proposal shall be signed on behalf of the corporation by such an authorized person. If a bidder is a copartnership, the proposal shall be signed by an authorized member of the copartnership. When the bidder is a joint venture, the proposal shall be signed by one or more individuals as authorized by the Joint Venture.

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1.02.9 Delivery of Proposal

Each proposal shall be sealed in an envelope, or FAXED, and shall bear the name of the project as set forth in the Small Works Roster Bid, the bid number, the name, address and telephone number of the bidder and the most recent date set forth in the Small Works Roster Bid or any addendum thereto for opening of bids.

The envelope containing all bid proposals and documents shall be addressed and delivered to the Pierce County Purchasing, 615 S 9th St, Suite 100, Tacoma WA 98405 or FAXED to 253-798-6699. Bids received after the time stated in the most recent Small Works Roster Bid as amended will not be accepted and will be returned, unopened, to the Bidder or rejected if the FAX time is later than the time stated in the Small Works Roster Bid. There will be no exceptions or waivers of this requirement.

1.02.10 Withdrawal or Revision of Proposal

After submitting a bid proposal to the County, the bidder may withdraw or revise it if

1. The bidder submits a written request signed by an authorized person, and
2. Pierce County receives the request before the time for opening bids. The original bid proposal may be revised and resubmitted as the official bid proposal if the County receives it before the time for opening bids.

1.02.11 BLANK
1.02.12 Public Opening of Proposals

Proposals will be opened in the Pierce County Purchasing Office and publicly read at the time indicated in the Small Works Roster Bid unless the bid opening has been delayed or canceled. Bidders, their authorized agents, and other interested parties may be present.

1.02.13 Irregular Proposals

1. A proposal will be considered irregular and will be rejected if:
   a. The authorized proposal form is not used or is altered;
   b. The completed proposal form contains any unauthorized additions, deletions, alternate bids, or conditions;
   c. The bidder adds provisions reserving the right to reject or accept the award, or enter into the contract;
   d. The proposal form is not properly executed;
   e. A price per unit cannot be determined, where required.

2. A proposal may be considered irregular and may be rejected if:
   a. The proposal does not include a unit price for every bid item, where required;
   b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable bid) to the potential detriment of the County;
   c. Receipt of addenda is not acknowledged;
   d. A member of a joint venture and the joint venture submit proposals for the same project (in such an instance both bids may be rejected); or
   e. If proposal form entries are not made in ink.
1.02.14 **Disqualification of Bidders**

1. A bidder will be deemed not responsible and the proposal rejected if the bidder does not meet the requirements of RCW 39.04.

2. A bidder may be deemed not responsible and the proposal rejected if:
   a. More than one proposal is submitted for the same project from a bidder under the same or different names;
   b. Evidence of collusion exists with any other bidder or potential bidder. Participants in collusion will be restricted from submitting further bids;
   c. The bidder, in the opinion of the County, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by an authorized prequalification of the bidder;
   d. An unsatisfactory performance record exists based on past or current work with the County or for work done for others as judged from the standpoint of conduct of the work, workmanship, progress, affirmative action, equal employment opportunity practices, or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women’s Business Enterprise, or Women’s Business Enterprise utilization;
   e. There is uncompleted work (Pierce County or otherwise) which might hinder or prevent the prompt completion of the work bid upon;
   f. The bidder has failed to settle bills for labor or materials on past or current projects;
   g. The bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract;
   h. The bidder is unable, financially or otherwise, to perform the work; or
   i. There are any other reasons deemed proper by the County.

3. The apparent low bidder must supply requested information regarding responsibility within two (2) business days of request by the County. Withholding of information or failure to submit all information requested within the time provided shall render the bid non-responsive.

4. If the County preliminarily determines that the apparent low bidder is not responsible, the County will provide the bidder written notice of the reasons for its determination. Within two (2) business days after receipt of the preliminary determination, the bidder may withdraw its bid or file an appeal with the Contracting Officer for the County. The County, through its Contracting Officer, County Executive, and its Prosecuting Attorney, or their designees, will consider the material submitted by an appellant before issuing its final determination upon the appeal. If the final determination affirms that the bidder is not responsible, the County will not execute a contract with any other bidder until two business days after the bidder determined to be not responsible has received the final determination. Notice of the final determination will be deemed received by the bidder three days after the date on which written notice was placed in the US mail, first class mail, postage prepaid, addressed to the bidder at the address set forth in the bid document submitted, unless evidence of actual receipt is established prior thereto.

1.02.15 **Pre-Award Information**

Before awarding any contract, the County may require one or more of these items or actions of the bidder:

1. A complete statement of the origin, composition, and manufacture of materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the County requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item, or
5. Attendance at a conference with the Contracting Officer,
6. Such additional information as may be specified as will permit the Contracting Officer to determine the bidder’s general ability to perform the work.
1.03  AWARD AND EXECUTION OF CONTRACT

1.03.1  Consideration of Bids

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

The right is reserved by the County to waive informalities in the bidding, accept a proposal of the lowest responsible bidder, reject any or all bids, reissue the Small Works Roster Bid, revise or cancel the work, or require the work to be done in another way if the best interest of the County is served.

1.03.2  Award of Contract

Normally, contract award or bid rejection will occur within 60 calendar days after bid opening. All bids shall remain irrevocable during this 60 day period. Unless a bidder submits a written withdrawal of bid, to become effective after the elapse of the 60 day period, its bid shall remain effective until the County has executed a written contract or announced that all bids have been rejected. The County will notify in writing the apparent lowest responsible bidder of it proposal, to award the contract.

1.03.3  Execution of Contract

Within 20 calendar days after the notice of proposed award, the apparent successful bidder shall return the signed contract prepared by the County, insurance certification as required by Section 1.07.9, a satisfactory bond as required by law and Section 1.03.4, any other submittals required before contract execution elsewhere in the Invitation for Bids and Contract Documents, and any other pre-award information the County requires under Section 1.02.15.

Until the County executes a contract, no proposal shall bind the County to execute a contract, nor obligate it to bear any expense pursuant to the Small Works Roster Bid. Neither shall any work begin within the project limits or within the County furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency, and the Contractor is given written Notice to Proceed.

The time to sign and return the contract and famish other documents may be extended if requested by the bidder and the County deems the circumstances warrant an extension.

Pierce County - is prohibited by RCW 39.06.010 from executing a contract with a Contractor who is not registered or licensed as required by the laws of the state. In addition, Pierce County may require persons doing business with the County to possess a business license prior to award.

When the Proposal Form provides spaces for a business license number, a Washington State Contractor's registration number, or both, the bidder shall insert such information in the spaces provided. The County may at its option, require legible copies of the Contractor's Registration and/or business license be submitted to the Contracting Officer as part of the County's pre-award information and evaluation activities.

1.03.4  Contract Bond

The successful bidder shall provide an executed contract bond for the full contract amount. This contract bond shall:

1.  Be on a Pierce County-furnished form,
2.  Be signed by an approved surety (or sureties) that:
    a.  Is registered with the Washington State Insurance Commissioner, and
    b.  Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3.  Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time,
4.  Guarantee that the surety shall indemnify, defend, and protect the County against any claim of direct or indirect loss resulting from the failure:
    a.  Of the Contractor (or any employees, subcontractors, or agents of the Contractor) to faithfully perform the contract, or
b. Of the Contractor (or subcontractors or agents of the Contractor) to pay all laborers, mechanics, subcontractors, agents, materialmen, or any other person who provides supplies or provisions for carrying out the work.

5. Be subject to the approval by the Pierce County Risk Manager.

The surety shall have a Best Guide Rating of B+ or better. Pierce County may require sureties or surety companies on the contract bond to appear and qualify themselves. Whenever the County deems the surety or sureties to be inadequate, it may, upon written demand, require the Contractor to furnish additional surety to cover any remaining work. Until the added surety is furnished, payments on the contract will stop.

If the contract amount is less than $35,000, the contractor may, at his/her option, request 50% of total contract amount be paid upon completion of work and the remainder be held in lieu of performance bond for a period of forty-five days after date of final acceptance, or until receipt of all necessary releases and settlement of any liens, whichever is later.

1.03.5 Failure to Execute Contract

Failure to return the signed contract and documents as required by Section 1.03.3 shall result in a cancellation of the contract award and potential removal from the Small Works Roster. If this should occur, the County may then award the contract to the second lowest responsible bidder. If the second lowest responsible bidder fails to return the required documents as stated above within the time provided after notice of proposed award, the contract may then be awarded successively in a like manner to the remaining lowest responsible bidders until the above requirements are met or the remaining proposals are rejected.

1.03.6 Blank

1.04 SCOPE OF THE WORK

1.04.1 Intent of the Contract

The intent of the contract is to prescribe a complete work. The Contractor shall provide all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all contract work. Omissions from the contract of details of work which are necessary to carry out the intent of the contract, or which are customarily performed, shall not relieve the Contractor from performing the omitted work, but they shall be performed as if fully and correctly set forth and described in the contract. The unit contract bid prices shall be full pay for all work and materials required to complete the work.

The Contractor shall include all costs of doing the work within the bid prices. If the contract plans, contract provisions, addenda, or any other part of the contract requires work that has no unit price in the proposal form, the cost of such work shall be incidental and included within the unit bid prices in the contract.

1.04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications and Addenda

The complete contract includes these parts: the contract form, bidder’s completed proposal form, contract plans, general provisions, special provisions, specifications, plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any are provided). These parts complement each other in describing a complete work. Any requirement in one part binds as if stated in all parts. The Contractor shall provide any work or materials clearly implied in the contract even if the contract does not mention it specifically.

Any inconsistency in the parts of the contract shall be resolved by this following order of precedence (e.g. 1 presiding over 2, 3,4,5,6, and 7; 2 presiding over 3,4,5,6, and 7: and so forth):

1. Addenda, Certifications, Change Orders, supplemental agreements,
2. Proposal Form,
3. Contract form,
4. General Provisions, except to the extent amended by express reference, in Special Provisions, to the subsection in question,
5. Special Provisions,
6. Specifications,

On the contract plans, working drawings, and standard plans, figured dimensions shall take precedence over scaled dimensions.

This order of precedence shall not apply when work is required by one part of the contract but omitted from another part or parts of the contract. The work required in one part must be furnished even in not mentioned in other parts of the contract.

If any part of the contract requires work that does not include a description for how the work is to be performed, the work shall be performed in accordance with standard trade practice(s). For purposes of the contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing any work.

In case of any ambiguity or dispute over interpreting the contract, the decision of the County will be final as provided in Section 1.05.1.

1.04.3 BLANK

1.04.4 Changes

Pierce County may at any time change the work within the general scope of the contract. Among others, these changes include

1. Deleting any part of the work,
2. Increasing or decreasing quantities,
3. Altering specifications, designs, or both,
4. Revising the way the work is to be done,
5. Adding new work,
6. Altering Pierce County-provided facilities, equipment, material, services, or sites, or
7. Ordering the Contractor to speed up or delay the work.

The Contracting Officer will issue a written change order for any change unless the remainder of this section provides otherwise.

For Item 1, an equitable adjustment for deleted work will be made as provided in Section 1.09.5.

For Item 2, if the actual quantity of any item increases or decreases by more than 25 percent from the original plan quantity, the unit contract price for that item will be adjusted in accordance with Section 1.04.6.

For any other change, the Contracting Officer will determine if the change should be paid for at unit contract prices. If the Contracting Officer determines that the change increased or decreased the Contractor's costs or time to do any of the work including unchanged work, the Contracting Officer will make an equitable adjustment to the contract. The equitable adjustment shall be with the agreement of the Contractor, unless the parties are unable to agree, in which case the Contracting Officer will determine the amount of the equitable adjustment in accordance with Section 1.09.4, and adjust the time as the Contracting Officer deems appropriate. Extensions of time will be evaluated in accordance with Section 1.08.8. The Contracting Officer's decision concerning equitable adjustment and extension of time shall be final as provided in Section 1.05.1.

The Contractor shall proceed with the work upon receiving:

1. A written change order approved by the Contracting Officer, or
2. An oral order from the Contracting officer before actually receiving the written change order.

Changes normally noted on field stakes will not require a written change order. These changes shall be made at the unit prices that apply. The Contractor shall respond immediately to changes shown on field stakes without waiting for further notice.

The Contractor shall obtain written consent of the surety or sureties to any change order if. (1) changed work increases the total cost of the project by more than 25 percent of the original total contract price, or (2) the Contracting Officer requests such consent and a performance bond is required.
1.04.5 Procedures and Protest by the Contractor

If in disagreement with anything required in a change order, another written order, or an oral order from the Contracting Officer, including any direction, instruction, interpretation or determination by the Contracting Officer, the Contractor shall:

1. Immediately, and in any case by the end of the first working day after the occurrence of the event giving rise to the disagreement, give a signed written notice of protest to the Contracting Officer or the Field Inspectors before doing the work;

2. Supplement the written protest within 15 calendar days with a written statement providing the following:
   a. The date of the protested order,
   b. The nature and circumstances which caused the protest,
   c. The contract provisions which caused the protest,
   d. The estimated dollar cost, if any, of the protested work and how that estimate was determined, and
   e. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and

3. If the protest is continuing, the information required above shall be supplemented as requested by the Contracting Officer. In addition, the Contractor shall provide the Contracting Officer, before final payment, a written statement of the actual adjustment requested.

Throughout any protested work, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Contracting Officer access to these and any other records needed for evaluating the protest.

The Contracting Officer will evaluate all protests provided the procedures in this section are followed. If the Contracting Officer determines that a protest is valid, the Contracting Officer will adjust payment for work or time by an equitable adjustment in accordance with Section 1.09.4. Extensions of time will be evaluated in accordance with Section 1.08.9. No adjustment will be made for an invalid protest.

In spite of any protest, the Contractor shall proceed promptly with the work as the Contracting Officer orders.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is not protested as provided in this section shall be full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including the cost of delays, related to any work either covered or affected by the change.

By not protesting as this section provides, the Contractor also waives any additional entitlements and accepts from the County any written or oral order (including directions, instructions, and interpretations).

By failing to follow the procedures of this section and Section 1.09.11, the Contractor completely waives any claims for protested work.

1.04.6 Increased or Decreased Quantities

Payment to the Contractor will be made only for the actual quantities of work performed and accepted in conformance with the contract. When the accepted quantities of work vary from the original bid quantities, payment will be at the unit contract prices for accepted work, unless the total quantity of any contract item, using the original bid quantity, increases or decreases by more than 25 percent. In that case that part of the increase or decrease exceeding 25 percent will be adjusted as follows:

1. Increased Quantities

Either party to the contract will be entitled to an equitable adjustment for that portion of the actual quantity in excess of 125 percent of the original bid quantity except as limited in subparagraph 3 in this section.
2. **Decreased Quantities**

   Either party to the contract will be entitled an equitable adjustment if the actual quantity of work performed is less than 75 percent of the original bid quantity except as limited in subparagraph 3 in this section.

3. **Adjustment Limits.**

   The equitable adjustment for increased or decreased quantities will be determined in accordance with Section 1.09.4, except as limited by the following provisions:
   
   a. No payment for loss of anticipated profits will be allowed because of any decrease from the estimated quantities shown in the proposal form, contract provisions, and contract plans,
   
   b. The total payment for the item will be limited to not more than 75 percent of the amount originally bid,
   
   c. No payment will be made for extended or unabsorbed home office overhead and field overhead expenses to the extent that there is an unbalanced allocation of such expense among the contract bid items and other operations of the Contractor,
   
   d. No payment for consequential damages will be allowed because of any variance in quantities from those originally shown in the proposal form, contract provisions, and contract plans,
   
   e. No adjustment in the unit contract prices will be made for any item unless the increase or decrease in quantity results in a change of $10,000 or more as measured by the original bid quantities and unit prices for that item.

When ordered by the Contracting Officer, the Contractor shall proceed with the work pending determination of the cost or time adjustments for the change.

The Contracting Officer will not adjust for increases or decreases if the County has entered the amount for that item in the proposal form only to provide a common basis for bidders.

1.04.7 **Changed Conditions (Differing Site Conditions)**

The Contractor shall promptly, and before such conditions are disturbed, notify the Contracting Officer in writing of: (1) preexisting subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) preexisting unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The Contracting Officer will promptly investigate the conditions. If the Contracting Officer finds that the conditions are materially different and cause a material increase or decrease in the Contractor's cost of, or the time required for performance of any part of the work under this contract whether or not changed as a result of such conditions, the Contracting Officer will make an equitable adjustment in the payment or the time required for the performance of the work. Extensions of time will be evaluated in accordance with Section 1.08.8. The equitable adjustment will be by agreement with the Contractor, unless the parties are unable to agree, in which case the Contracting Officer will determine the amount of the equitable adjustment in accordance with Section 1.09.4. If the Contracting Officer determines that changed conditions do not exist or no adjustment in costs or time is warranted, such determination shall be final as provided in Section 1.05.1.

No claim of the Contractor, under this clause, shall be allowed unless the Contractor has given the notice required above; provided, however, the time for giving notice may be extended by the Contracting Officer for good cause shown. The time for giving notice will not be extended beyond the first working day after the time that the Contractor knew or should have known of the existence of the changed conditions. If there is a decrease in the costs or time required to perform the work, failure of the Contractor to notify the Contracting Officer of the changed condition shall not affect Pierce County's right to make an adjustment in the costs or time.

Additionally, no claim by the Contractor shall be allowed unless the Contractor has followed the procedures provided in Section 1.04.5 and 1.09.11.
1.04.8 **Progress Estimates and Payments**

Contracting Officer-issued estimates or payments for any part of the work shall not be used as evidence of performance or quantities. Progress estimates serve only as the basis for partial payments. The Contracting Officer may revise progress estimates anytime before final acceptance. If the Contracting Officer deems it proper to do so, changes may be made in progress estimates and in the final estimate.

1.04.9 **Use of Buildings or Structures**

The Contracting Officer will decide whether any buildings or structures of Pierce County may remain during the work and whether the Contractor may use such a building or structure.

1.04.10 **Use of Materials Found on the Project**

With the Contracting Officer's written approval, the Contractor may use on the project: stone, gravel, sand, other materials from on-site excavation, or timbers removed in the course of the work. Approval will not be granted if:

1. The excavated material or timber fails to meet contract requirements,
2. The excavated materials or timber are required for other use under the contract,
3. Such use is not in the best interests of Pierce County as determined by the Contracting Officer, whose decision shall be final as provided in Section 1.05.1.

Any material disturbed by, but not used in the work shall be disposed of as provided elsewhere in the contract or as directed by the Contracting Officer.

1.04.11 **Final Cleanup**

The Contractor shall perform final cleanup as provided in this section to the Contracting Officer's satisfaction. The Contracting Officer will not establish a date of completion until this is done. Material sites, affected highway rights of way, and all ground the Contractor occupied to do the work shall be left neat and presentable.

The Contractor shall at its expense, remove to locations authorized by law and by the owners thereof all rubbish, surplus materials, discarded materials, falsework, camp buildings, temporary structures, equipment and debris.

In the event that the Contracting Officer determines that cleanup is not accomplished as required under this section, or that material removed has been deposited in other than lawfully authorized locations, he/she may require, or cause removal and deposit of the material in appropriate locations, charging the expense thereof to the Contractor. The decision of the Contracting Officer on this issue shall be final as provided in Section 1.05.1.

The Contractor shall not remove warning, regulatory, or guide signs unless the Contracting Officer approves.

1.05 **CONTROL OF WORK**

1.05.1 **Authority of the Contracting Officer**

The Contracting Officer shall be satisfied that all the work is being done in accordance with the requirements of the contract. The contract and specifications give the Contracting Officer authority over the work. Notices to the County shall be submitted to the Contracting Officer, who after any necessary investigation and analysis will recommend action which he/she deems appropriate and propose and prepare any necessary written decisions, determinations, interpretations and notices for review and action by the Contracting Officer in sufficient time to meet the requirements of the situation and of the contract. Whenever it is so provided in this contract, the decision of the Contracting Officer shall be final: provided, however, that if an action is brought within the time allowed in this contract challenging the Contracting Officer's decision, that decision shall be subject to the scope of judicial review provided in such cases under Washington case law and the conditions of the contract.

The Contracting Officer's decisions will be final on all questions including, but not limited to the following:

1. Quality and acceptability of materials and work,
2. Measurement of unit price work,
3. Acceptability of rates of progress on the work,
4. Interpretation of plans and specifications,
5. Determinations as to the existence of changed or differing site conditions,
6. Fulfillment of the contract by the Contractor,
7. Payments under the contract, including equitable adjustments,
8. Suspension(s) of work,
9. Termination of the contract for default or public convenience,
10. Determination as to non-working days, and
11. Approval of working drawings.

If the Contractor fails to respond promptly to the requirements of the contract or orders from the Contracting Officer:

1. The Contracting Officer may use Pierce County resources, other contractors, or other means to accomplish the work, and
2. Pierce County will not be obligated to pay the Contractor, and will deduct from the Contractor's payments any costs that result when any other means are used to carry out the contract requirements or Contracting Officer orders.

At the Contractor's risk, the Contracting Officer may suspend all or part of the work if

1. The Contractor fails to fulfill contract terms, to carry out the Contracting Officer's orders, or
2. The weather or other conditions are unsuitable, or
3. It is in the public interest.

Nothing in these Specifications or in the contract requires the Contracting Officer to provide the Contractor with direction or advice on how to do the work. If the Contracting Officer approves or recommends any method or manner for doing the work or producing materials, the approval or recommendation shall not:

1. Guarantee that following the method or manner will result in compliance with the contact,
2. Relieve the Contractor of any risks or obligations under the contract, or
3. Create any liability to Pierce County.

1.05.2 Authority of Assistants and Inspectors

The Contracting Officer may appoint assistants and inspectors to assist in determining that the work and materials meet the contract requirements. Assistants and inspectors have the authority to reject defective material and suspend work that is being done improperly, subject to the final decisions of the Contracting Officer.

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

Assistants and inspectors may advise the Contractor of any faulty work or materials or infringements of the terms of the contract; however, failure of the Contracting Officer or his/her assistants or inspectors to advise the Contractor does not constitute acceptance or approval.

1.05.3 Plans and Working Drawings

The contract plans are defined in Section 1.01.3. Any proposed alterations by the Contractor affecting the requirements and information in the contract plans shall be in writing and will require approval of the Contracting Officer.

To detail and illustrate the work, the Contracting Officer may furnish to the Contractor additional plans and explanations consistent with the original plans. The Contractor shall perform the work according to these additional plans and explanations.
The Contractor shall submit supplemental working drawings as required for the performance of the work. The drawings shall be on sheets measuring 24 by 36 inches or on sheets with dimensions in multiples of 8-1/2 by 11 inches. The drawings shall be provided far enough in advance of actual needs to allow for the review process by the County and other agencies. This may involve resubmittals because of revisions or rejections. Unless otherwise stated in the contract, the Contracting Officer will require up to 30 calendar days from the date of submittals or resubmittals are received until they are sent to the Contractor. This time will increase if the drawings submitted to not meet the contract requirements or contain insufficient details.

If more than 30 calendar days are required for the Contracting Officer's review of any individual submittal or resubmittal, an extension of time will be considered in accordance with Section 1.08.8.

The Contractor shall obtain the Contracting Officer's written approval of the drawings before proceeding with the work they represent. This approval shall neither confer upon the County nor relieve the Contractor of any responsibility for the accuracy of the drawings or their conformity with the contract.

The Contractor shall bear all risk and all costs of any work delays caused by non-approval of these drawings or plans.

1.05.4 BLANK

1.05.5 BLANK

1.05.6 Inspection of Work and Materials

The Contracting Officer, and any assistants or inspectors authorized by the Contracting Officer, may inspect all work and materials for conformity with contract terms. To insure the Contracting Officer's safety and access during these inspections, the Contractor shall provide any equipment needed, such as walk-ways, railings, ladders, and platforms.

When the Contracting Officer requests, the Contractor shall, (without charge) provide samples of materials used or to be used in the work. If the Contractor uses materials tested and approved for one project in an unrelated project, the County may deduct its testing and inspection costs from payments due the Contractor. The Contracting Officer may order the Contractor to remove and replace, and bear the cost of doing so, any materials used without inspection.

Any inspections, tests, measurements, or other actions by the County employees serve only one purpose: to assure the Contracting Officer that work, materials, progress rate, and quantities comply with contract terms. Such work by Pierce County employees shall not relieve the Contractor from doing any contract-assigned work or from determining whether contract requirements are being met. The Contractor shall correct any substandard work or materials. The Contracting Officer will reject unsuitable work or materials even though inspected or paid for in a progress estimate.

If the Contracting Officer requests, the Contractor shall remove or uncover any area of the completed work. After the Contracting Officer inspects it, the Contractor shall restore the area to the standard the contract requires. The Contractor shall bear the cost of uncovering, removing, and restoring the exposed work: a. if it proves unacceptable or b. if it was placed without authority or without due notice to the Contracting Officer.

The Contractor, if advised to do so by the Contracting Officer, shall permit representatives from other agencies to inspect the work when it is to be done:

1. On any utility, or facility of a public agency, or
2. To the satisfaction of any federal, state, or municipal agency.

1.05.7 Removal of Defective or Unauthorized Work

Pierce County will not pay for unauthorized or defective work. Unauthorized or defective work includes: work and materials that do not conform to contract requirements; work done beyond the lines and grades set by the plans or the Contracting Officer, and extra work and materials furnished without the Contracting Officer's written approval. At the Contracting Officer's order, the Contractor shall immediately remedy, remove, replace, or dispose of unauthorized or defective work or materials and bear all costs of doing so.
1.05.8 **County's Right to Correct Defective or Unauthorized Work**

If the Contractor fails to remedy defective or unauthorized work with the time specified in a written notice from the Contracting Officer, or fails to perform any part of the work required by the Contract Documents, the Contracting Officer may correct and remedy such work as may be identified in the written notice with County forces or by such other means as the County may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Contracting Officer determines to be an emergency situation, the Contracting Officer may have the defective or unauthorized work corrected immediately, have the defective or unauthorized work removed and replaced, or have the work the Contractor refuses to perform completed by using County or other forces. An emergency situation is any situation which, in the opinion of the Contracting Officer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the County attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Contracting Officer from monies due, or to become due the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective or unauthorized work. No extension of time or compensation will be allowed because of the delay in the performance of the work attributable to exercise of the County's rights provided herein.

The rights exercised under the provisions of this section shall not diminish the County's ability to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required immediately take such corrective measures and are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently and without interruption until completion.

If action to correct deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Contracting Officer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies. Such steps may include the correction of defects by Pierce County forces or others. In such case, the direct and indirect costs incurred by the County shall be deducted from monies due or becoming due the Contractor. Such indirect or direct costs shall include in particular, but without limitation, compensation for additional professional services required and the costs of repair and replacement of the work of others which is destroyed or damaged by correction, removal, or replacement of the Contractor's deficient work.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the County's rights hereunder.

Upon correction of all deficiencies, the Contracting Officer will notify the Contractor, in writing, of the date upon which the work was considered complete.

1.05.9 **BLANK**

1.05.10 **Guarantees**

The Contractor shall furnish to the County any guarantee or warranty furnished as a normal trade practice in connection with the purchase of any equipment, materials, or items used in the construction of the project.

1.05.10(1) **Warranty of Title**

The Contractor shall warrant good title to all materials, supplies, and equipment purchased for, or incorporated in the work. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor, to recover under any bond given by the Contractor for their protection, or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the County.

1.05.10(2) **Guarantee of the Work**

The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The County will give notice of observed defects with reasonable promptness.
The guarantee period shall be suspended from the time a significant defect is first documented by the County until the work or, equipment is repaired or replaced by the Contractor and accepted by the County. In the event that fewer than 90 days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least 90 days guarantee of the work from the date of acceptance of such repair or replacement.

1.05.10(3) Assignment of Manufacturer’s Warranty

The Contractor hereby assigns to the County the contractor’s right to enforce all manufacturer’s warranties for materials or systems incorporated into the work, to the extent defects which are not corrected by the Contractor under their guarantee. The contractor shall provide evidence of all manufacturers’ warranties prior to acceptance.

1.05.11 Final Inspection

The Contracting Officer will not make the final inspection until the work required by the contract, including final cleanup and all extra work ordered by the Contracting Officer, has been completed. The completion date for the contract will be determined as provided in Section 1.08.5.

1.05.11(1) Substantial Completion Date

When the Contractor considers the entire work ready for its intended use, the Contractor shall notify the Contracting Officer in writing that the entire work is substantially complete (except for such items as are specifically listed by the Contractor as incomplete) and request the Contracting Officer to establish a Substantial Completion Date. The Contracting Officer will schedule an inspection of the work with the Contractor to determine the status of completion.

If, after this inspection, the Contracting Officer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Contracting Officer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Contracting Officer does not consider the Work substantially complete and ready for its intended use, the Contracting Officer will, by written notice, so notify the Contractor, giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall vigorously, diligently, and without unauthorized interruption, perform the work necessary to reach Substantial or Actual Completion. The Contracting Officer will not schedule the final inspection until the entire work, including final cleanup and extra work as may have been ordered by the Contracting Officer, has been completed by the Contractor. The Contractor shall provide the Contracting Officer with a revised schedule indicating when the work necessary to reach Substantial Completion or Actual Completion, whichever is applicable, will be finished.

1.05.11(2) Final Inspection Date

When the Contractor considers the work complete and ready for Final Inspection, the Contractor by written notice shall request the Contracting Officer to schedule a final inspection. The Contracting Officer will set a date for Final Inspection. The Contracting Officer and Contractor will then make a Final Inspection and the Contracting Officer will notify the Contractor in writing of all particulars in which the Final Inspection reveals the work incomplete or unacceptable.

1.05.11(3) Operational Testing

It is the intent of the County to have at final acceptance a complete and operable system. Therefore, when the work involves the installation of machinery or other mechanical equipment; lighting, electrical distribution or other electrical or electronic systems; or other equipment or facilities, it may be desirable for the Contracting Officer to have the Contractor operate and test the work for a period of time after final inspection, but prior to acceptance. Whenever items of work are listed in the Contract Documents for operational testing, they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to final acceptance. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which proves faulty, or that are not in first class operating condition, Equipment, electrical controls, meters, or other devices and equipment to be tested during this period, shall be tested under the observation of the Contracting Officer, so that the Contracting Officer may determine their suitability for the purpose for which they were installed.
The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing shall be included in the various contract prices related to the system being tested, unless otherwise specifically set forth in the Proposal Form.

Operation and test periods, when required by the Contracting Officer, shall not affect a manufacturer’s guaranties or warranties furnished under the terms of the contract.

1.05.12 Final Acceptance

A Certificate of Final Acceptance for the work submitted by the Contracting Officer and approved by the County shall constitute Final Acceptance of the work. Final acceptance shall not constitute acceptance of any unauthorized or defective work or material. The County shall not be barred by Final Acceptance from requiring the Contractor to remove, replace, repair, or dispose of any unauthorized or defective work or material or from deducting from any payment due or to become due the Contractor the cost thereof if not accomplished by the Contractor, or of recovering damages for any such work or material.

1.05.13 Superintendents, Labor, and Equipment of Contractor

At all times, the Contractor shall keep at the work site a set of the plans, specification, Contract Documents, and addenda. The Contractor shall devote the attention required to make reasonable progress on the work and shall cooperate fully with the Contracting Officer and his/her assistants and inspectors.

Either the Contractor in person or an authorized representative shall remain on site whenever the work is underway. Before the work begins, the Contractor shall name in writing an experienced superintendent who understands the contract and is able to supervise the work. This superintendent shall have full authority to represent and act for the Contractor. Any superintendent who repeatedly fails to follow the Contracting Officer’s written and oral orders, directions, instructions, or determinations, shall be subject to removal from the project. Upon written request of the Contracting Officer, the Contractor shall immediately remove such superintendent and name a replacement in writing.

Competent supervisors experienced in the task being performed shall continuously oversee the contract work. At the Contracting Officer’s written request, the Contractor shall immediately remove and replace any incompetent, careless, or negligent employee.

Noncompliance with the Contracting Officer’s request to remove and replace personnel at any level shall be grounds for terminating the contract under the terms of Section 1.08.10.

The Contractor shall keep all machinery and equipment in good workable condition, It shall be adequate for its purpose and used by competent operators.

The Contracting Officer will rate the Contractor’s performance and contract compliance in these categories:

1. Progress of Work,
2. Quality of Work,
3. Equipment,
4. Administration/Management/Supervision, and
5. Coordination and Control of Subcontractors.

1.05.13 (1) Emergency Contact List

The Contractor shall submit an Emergency Contact List to the Contracting Officer no later than five calendar days after the date the contract is executed. The list shall include, at a minimum, the Prime Contractor’s Project Manager, or equivalent, and the Prime Contractor’s Project Superintendent. The list shall identify a representative with delegated authority to act as the emergency contact on behalf of the Prime Contractor and include one or more alternates. The emergency contact shall be available upon the Contracting Officer’s request at other than normal working hours. The Emergency Contact List shall include 24-hour telephone numbers for all individuals identified as emergency contacts or alternates.
1.05.14 Cooperation with Other Contractors

The County may perform other work at or near the site, including any material site, with other forces than those of the Contractor. This work may be done with or without a contract. If such work takes place within or next to this project the Contractor will cooperate with all other contractors or forces. The Contractor shall carry out work under this project in a way that will minimize interference and delay for all forces involved. The Contracting Officer will resolve any disagreements that may arise among the other forces and the Contractor over the method or order of doing the work. The Contracting Officer's decision in these matters will be final, as provided in Section 1.05.1.

The coordination of the work shall be taken into account by the Contractor as part of the site investigation in accordance with Section 1.02.4 and any resulting costs shall be incidental and included within the unit bid prices in the contract.

1.05.15 Method of Serving Notices

Except as set forth elsewhere in these Specifications, for all purposes under this contract, except service of process, notice by the Contractor to Pierce County shall be in person, by mail or telefax to the delivered to the Contracting Officer at the address stated in the Contract Documents with a duplicate copy to the County Purchasing Agent, 615 South 9th Street, Suite 100, Tacoma, WA 98405-4673.

Notice to the Contractor for all purposes under this Agreement, except service of process, shall be given to the address reflected in the contract form. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

1.05.16 Water, Power and Utilities

The Contractor shall make necessary arrangements, and shall bear the cost for power, water and utilities necessary for the performance of this work.

1.05.17 Oral Agreements

No oral agreement or conversation with any officer, agent or employee of Pierce County, either before or after execution of the contract, shall affect or modify any of the terms or obligation contained in any of the documents comprising the contract. Such oral agreements or conversations shall be considered as unofficial information and in no way binding upon the County, unless subsequently placed in writing.

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1.07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1.07.1 Laws to be Observed

The Contractor shall always comply with all laws, ordinances, and regulations--Federal, State, or local--that affect work under the contract. The Contractor shall indemnify and save harmless the Pierce County, and any officers, agents, and employees) against any claims that may arise because the Contractor (or any employee of the Contractor or subcontractor or materialman) violated a legal requirement.

The Contractor shall be responsible for the safety of his/her workers and shall comply with safety and health standards such as Safety Standards for Construction Workers (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), General Occupational Health Standard (Chapter 296-62 WAC), and any other appropriate safety and health codes.

Without usurping the authority of other agencies, the County will cooperate with them in their efforts to enforce legal requirements. On noticing any violation of legal requirements, the Contracting Officer will notify the Contractor in an effort to achieve voluntary compliance. The Contracting Officer may also notify the agency responsible for enforcement if he/she deems that action necessary to achieve compliance with the legal requirements. The Contracting Officer will also help the agency obtain Contractor compliance to the extent such help is consistent with the provisions of this contract.

1. Changes in Laws. The County will not adjust payment to compensate the Contractor for changes in legal requirements unless those changes are specifically within the scope of RCW 39.04.120. For changes under RCW 39.04.120, the County will compensate the Contractor by change order as provided in Section 1.04.4.
2. Changes in Taxes. Under certain conditions, the County will adjust payment to compensate for tax changes. First, the changes shall involve federal or state taxes on materials used in or consumed for the project. Second, the changes shall increase or decrease Contractor-paid taxes by more than $100. For items in the original contract, the tax change must occur after the bid opening date. For negotiated contracts or items in a supplemental agreement or change order, the tax change must take place after the execution date of the contract or agreement. Within these conditions, the County will adjust compensation by the actual dollar amounts of increase or decrease caused by the tax changes.

If the Contracting Officer requests it, the Contractor shall certify in writing that the contract does not include any extra amount to cover a possible change in taxes. The County may audit the records of the Contractor as provided in Section 1.09.12 to verify any claim for compensation because of changes in laws or taxes.

1.07.2 Safety

The Contractor shall, at all times, exercise adequate precautions of all persons, including employees, in the performance of this contract, and shall comply with all applicable provisions of federal, state, county and municipal safety laws and regulations.

The Contracting Officer or Inspector may advise the Contractor and the Safety Officer of any safety violations. It is the Contractor's responsibility to make the necessary corrections. Failure to correct safety violations shall be grounds for suspension of work by the County until the condition is corrected.

1.07.3 Taxes

The Contractor will pay all taxes arising under or related to the contract except as set forth herein. The County will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Washington State Department of Revenue has issued special rules on the state sales tax. Sections 1.07.3(1) through 1.07.3(3) are meant to clarify those rules.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included.

The County will pay the retained percentage only if the Contractor has obtained from the State Department of Revenue a certificate showing that all contract-related taxes have been paid. (RCW 60.20.050). The County may deduct from its payments to the Contractor any amounts the Contractor may owe the State Department of Revenue, whether the amount owed relates to this contract or not. Any amounts so deducted will be paid into the proper state fund.

1.07.3(1) State Sales Tax: Work Performed on Non-Public Lands

State Department of Revenue Rule 171 and its related rules apply for this section.

The special provisions of the contract will identify those parts of the project that require work on land owned by:

1. A municipal corporation,
2. A political subdivision of the State, or
3. The United States of America.

For work performed on such land, the Contractor shall include Washington State retail sales taxes in the various unit bid prices or other contract amounts. These retail sales taxes shall include those the Contractor pays on purchases of materials, equipment, and supplies used or consumed in doing the work.

1.07.3(2) Services

The Contractor shall not collect retail sales tax from the County on any contract wholly for professional or other services (as defined in State Department of Revenue Rules 138 and 224).

1.07.3(3) Federal Excise Tax

The County is exempt from Federal Excise Tax. Where applicable, the County shall furnish a Federal Excise Tax Exemption Certificate upon request.
1.07.4 Notification of Other Governmental Agencies

The Contractor shall notify all other affected governmental agencies and utilities and locator services whenever underground work is done under the terms of this contract. It is the Contractor's responsibility to fully comply with the Underground Utility Locate Law, Chapter 19.122 RCW. If the conditions are "changed or differing", as defined under RCW 19.122.040(l), the Contractor may pursue the party responsible for not properly marking or identifying the underground facility. The Contractor agrees not to file any claim or action against the County for said "changes or differing" conditions unless the County is solely responsible for the delay or damages to the Contractor and the remaining requirements of the contract have been met by the Contractor. The Contractor is required to obtain permission of the appropriate public and private utilities before performing underground work pursuant to the terms of this Contract.

The Contractor shall be responsible for making reports to other governmental agencies which may be required by occurrences or conditions upon the project prior to acceptance, whether or not known to the County, and shall hold harmless and indemnify the County from all cost or expense arising from failure to report as required by law.

1.07.5 Labor Provisions

All bidders and the Contractor shall comply with the requirements of the Pierce County Contract and Procurement Assistance Program, covering labor requirements and prevailing wage determinations, which are attached to these Specifications and made a part hereof by reference.

1.07.6 Responsibility for Damage

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and for damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the Contractor's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Contractor or the Contractor’s agents or employees."

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

The Contractor shall exercise all necessary precautions throughout the life of the project to prevent pollution, erosion, siltation, and damage to property.

In addition to any other remedy authorized by law, the County may retain so much of the money otherwise due the Contractor as deemed necessary by the Contracting Officer to ensure indemnification until disposition has been made of such suits or claims under subject to the provisions of this section.
1.07.7 Trench Excavation

In the event that "trench excavation" in excess of 4 feet requires a safety system pursuant to Washington State law, normally the specifications will contain provisions for safety shoring, sheeting, or bracing, and a separate bid item for such work will be included in the proposal form. If a separate bid item is not set forth in the proposal form, the installed safety system shall be paid at $1.00 per lineal foot of trench, which unit price includes both sides of the trench.

1.07.8 Protection and Restoration of Property

1.07.8(l) Private/Public Property

The Contractor shall protect private or public property on or in the vicinity of the work site. The Contractor shall ensure that it is not removed, damaged, destroyed, or prevented from being used unless the contract so specifies.

Property includes lands, utilities, trees, landscaping, improvements legally on County property, markers, monuments, buildings, structures, pipe, conduit, sewer or water lines, signs and other property of all description whether shown on the plans or not.

If the Contracting Officer requests in writing, or if otherwise necessary, the Contractor shall install protection, acceptable to the Contracting Officer, for property such as that listed in this section. The Contractor is responsible for locating all property that is subject to damage by the construction operation.

If the Contractor (or agent/employees of the Contractor or of subcontractors or suppliers) damages, destroys, or interferes with the use such property, the Contractor shall restore it to original condition. The Contractor shall also halt any interference with the property's use. If the Contractor refuses or does not respond immediately, the Contracting Officer may have such property restored by other means and subtract the cost from money that will be or is due the Contractor.

1.07.8(2) Tree Restoration

Existing trees, where shown in the plans or where designated, by the Contracting Officer shall be saved and protected throughout the life of the contract to the satisfaction of the Contracting Officer.

The Contractor's operations shall be conducted so vehicles and equipment do not operate, haul, park, or perform any other activity with the dripline of each tree designated to be saved.

When large roots of trees designated to be saved are exposed by the Contractor's operation, they shall be wrapped with heavy burlap for protection and to prevent excessive drying. The burlap shall be kept moist and securely fastened until the roots are covered to finish grade. All roots one inch or smaller in diameter, which are damaged, shall be pruned with a sharp saw or pruning shear. Damaged, torn, or ripped bark shall be removed as directed by the Contracting Officer.

If due to, or for any reason related to the Contractor's operation, any tree designated to be saved is destroyed, disfigured, or damaged to the extent that continued life is questionable, as determined by the Contracting Officer, it shall be removed and replaced in kind by the Contractor. Restoration shall be of the same species and shall be from approved nursery stock. In addition to the approved restoration, the Contractor will be assessed damages equal to triple the value of the tree as determined according to the most current version of the Guide For Establishing Tree and Plant Values published by the International Society of Arboriculture. Any damage so assessed will be deducted from monies due or that may become due the Contractor. The replacement planting shall be in accordance with all contract provisions for new planting, and the trees shall be planted during the first fall or spring planting period after the damage occurs to the existing trees.

1.07.8(3) Utilities and Similar Facilities

The Contractor shall protect all public and private utilities from damage resulting from the work. Among other, these utilities include: telephone, telegraph, cable TV and power lines; sewer, gas and water lines; railroad tracks and equipment; and streets, alleys and highways and lighting and signing systems therefore.

If the work requires removing or relocating a utility, the contact will assign the task to the Contractor or utility owner. When this task is assigned to the utility owner, it should be completed before the Contractor begins work. If the utility owner has not done so by the time work begins, the Contractor shall immediately notify the Contracting Officer in writing.
Any authorized agent of the County or utility owners may enter the project promises to repair, rearrange, alter, or connect their equipment. The Contractor shall cooperate with such efforts and shall avoid creating delays or hindrance to those doing the work. As needed, the Contractor shall arrange to coordinate work to those doing the work. As needed, the Contractor shall arrange to coordinate work schedules.

In some cases, the plans or contract documents may not show all underground facilities. If the work requires those to be moved, the Contracting Officer will provide for other forces to move them or issue written change order requiring the Contractor to do so as provided in Section 1.04.4.

All costs required to protect public and private utilities as provided in this section shall be at the Contractor's expense. When utility owners or their contractors delay the work through late removal or relocation of any utility or similar facility, after reasonable notice and scheduling by the Contractor, the Contractor’s loss of time may be adjusted by extending contract time in keeping with Section 1.08.8.

If the contract provides notice that utilities will be adjusted, relocated, replaced, or constructed during the prosecution of the work, the Contractor shall carry out the work in a way that will minimize interference and delay for all forces involved. Any costs resulting from the coordination and prosecution of the work regarding utility adjustment, relocation, replacement, or construction shall be at the Contractor's expense.

### 1.07.9 Public Liability and Property Damage Insurance

The contractor shall not commence work under this contract until he/she has obtained all insurance required under these General Provisions, and evidence of such insurance has been approved by the County.

#### 1.07.9(1) Insurance Required

**Compensation Insurance:** The Contractor shall comply with the Workmen’s Compensation Act of the State of Washington and the United States Longshoremen’s and Harborworkers’ Compensation Act during the life of this contract, and in case any work is sublet, the contractor shall require any and all subcontractors to comply with said acts.

**Liability Insurance:** The contractor shall procure and maintain during the life of this contract Commercial General Liability insurance, with an insurance carrier licensed or eligible under RCW Chapter 48.15 to do business in the State of Washington, which includes but is not limited to operations of contractor, with limits of not less than:

1. **Commercial General Liability Insurance:**
   - Bodily Injury Liability and Property Damage Liability
     - $2,000,000 each occurrence
     - $4,000,000 aggregate

2. **Commercial Automobile Liability Insurance**
   - Bodily Injury Liability and Property Damage Liability
     - $2,000,000 each occurrence; Or,
     - Combined single limit coverage of $2,000,000

3. **The following coverages shall be included in both Primary and Excess Liability contracts:**
   - Broad form Property Damage Coverage
   - Blanket Broad Form Contractual
   - Stop-Gap Employer’s Contingent Liability
   - Independent Contractor’s Liability
   - Personal Injury Liability (Libel, Slander, Defamation)
   - Products and Completed Operations
   - Non-owned and Hired Car Coverages
Property Insurance: The contractor shall effect and maintain insurance as stated below naming Pierce County as an additional assured upon the entire work done at any time under this contract to 100% of insurable value thereof, including items of labor and materials connected therewith, whether in or adjacent to the structure insured, materials in place or to be used as a part of the permanent structure. Any loss shall be payable to the contractor and Pierce County as their interests may appear at the time of such loss.

Type of Insurance

a. Builders/Installation Floater/All Risk - NA
b. Earthquake and Flood - NA

Pierce County shall not be obligated to notify the insurance company(ies) if all or part of the building or structure is occupied by Pierce County.

1.07.9(2) General Requirements

1. The contractor's insurance policies shall also contain a "cross liability" endorsement substantially as follows: The inclusion of more than one Insured under this policy shall not affect the rights of any Insured as respects any claim, suit or judgment made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one Insured been named.

2. Pierce County shall be named as an additional insured as respects this contract, and such insurance as is carried by the contractor shall be primary (over any insurance carried by Pierce County). The contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution.

3. Contractor agrees to assume the risk of loss or damage regardless of cause, whether or not insured, until the job is accepted by the County Executive or his designee.

4. Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor, nor shall Pierce County have an obligation to pay premiums.

5. In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished Pierce County prior to the date of cancellation, change or nonrenewal, such notice to be sent to the Pierce County Risk Manager, 955 Tacoma Avenue South, Suite 303, Tacoma WA, 98402.

6. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

1.07.10 Gratuities

The Contractor shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee or officer of the County nor will the Contractor rent or purchase any equipment, materials or services from any employee or officer of the County. Before final payment, the Contractor shall furnish the Contracting Officer an affidavit certifying compliance with these provisions of the contract.

1.07.11 Patented Devices, Materials and Processes

Contractor will defend, indemnify and hold harmless the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

1. That Contractor shall be notified promptly in writing by County of any notice of such claim.
2. The Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the product or information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
1.07.12 **Personal Liability of Public Officers**

Neither the County nor any other officer or employee thereof shall be personally liable for any acts or failure to act in connection with the contract, it being understood that in such matters, they are acting solely in a representative capacity.

1.07.13 **No Waiver of County's Legal Rights**

The County shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payments therefore from showing the nature, amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the contract. The County shall not be precluded or stopped, notwithstanding any such measurement, estimate, or certificate, and payment in accordance therewith, from recovering from the Contractor and the Sureties such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the contract. Neither the acceptance by the County, nor any payment for the whole or any part of the work, nor any extension of time, nor any possession taken by the County shall operate as a waiver of any portion of the contract or of any power herein reserved or any right to damages herein provided, or bar recovery of any money wrongfully or erroneously paid to the Contractor. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor and the County recognize that the impact of overcharges to the County by the Contractor resulting from antitrust law violation by the Contractor's suppliers or subcontractors adversely affects the County rather than the Contractor. Therefore, the Contractor agrees to assign to the County any and all claims for such overcharges.

1.07.14 **Severability**

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

1.07.15 **Permits and Licenses**

Contractor shall obtain all required permits and licenses and give any notices these call for.

The County will support the Contractor in efforts to obtain a temporary operating permit in its name if:

1. A local rule or an agency policy prevents issuing the permit to a private firm,
2. The Contractor takes all action to obtain the permit,
3. The permit will serve the public interest,
4. The Contractor agrees in writing: (a) to comply with all the issuing agency requires, and (b) to hold the County harmless for any work-related liability incurred under the permit, and
5. The permit costs the County nothing.

1.07.16 **Contractor's Responsibility for Work**

1.07.16(l) **General**

All work and material for the contract, including any change order work, shall be at the sole risk of the Contractor until the entire improvement has been completed as determined by the Contracting officer, except as provided in this section.

The Contractor shall rebuild, repair, restore, and make good all damages to any portion of the permanent or temporary work occurring before final acceptance and shall bear all the expense to do so, except damage to the permanent work caused by: (a) acts of God, such as earthquake, floods, or other cataclysmic phenomenon of nature, or (b) acts of the public enemy or of governmental authorities; Provided, however, that these exceptions shall not apply should damages result from the Contractor's failure to take reasonable precautions or to exercise sound engineering and construction practices in conducting the work.

If the performance of the work is delayed as a result of damage by others, an extension of time will be evaluated in accordance with Section 1.08.8.
Nothing contained in this section shall be construed as relieving the Contractor of responsibility for, or damage resulting from, the Contractor's operations or negligence, nor shall the Contractor be relieved from full responsibility for making good any defective work or materials as provided for under Section 1.05.

1.07.16(2) Relief of Responsibility for Completed Work

Upon written request, the Contractor may be relieved of the duty of maintaining and protecting certain portions of the work, as described below, which have been completed in all respects in accordance with the requirements of the contract. If the Contracting Officer provides written approval, the Contractor will be relieved of the responsibility for damage to said completed portions of the work resulting from use by public traffic or from the action of the elements or from any other cause, except damage resulting from the Contractor's operations or negligence.

Portions of the work for which the Contractor may be relieved of the duty of maintenance and protection as provided in the above paragraph include but are not limited to the following:

1. A building which is functionally complete and open to the public,
2. Any contract proposal item.

1.07.16(3) Relief of Responsibility for Damage by Public Traffic

When it is necessary for public traffic to utilize during construction items constructed by the Contractor, the Contractor will be relieved of responsibility for damages to permanent work by public traffic under the following circumstances:

1. The work is in accordance with the contract plans or approved stage construction plans, and
2. The traffic control is in accordance with the approved traffic control plans.

If traffic is relocated to another section of the project, the Contractor shall resume responsibility for the work until such time as the section is required to be and again open to public traffic, or where relief is granted under Section 1.07.16(2).

1.07.16(4) Repair of Damage

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Contracting Officer. For damage qualifying for relief under Section 1.07.16(2) or 1.07.16(3), payment shall be made in accordance with Section 1.04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption to the work.

The Contracting Officer may elect to accomplish repair by County forces or other means.

1.08 PROSECUTION AND PROGRESS

1.08.1 Subcontracting

Work done by the Contractor's own organization shall account for at least 30 percent of the total original cost of the contract. Before computing this percentage, however, the Contractor may subtract (from the contract's total original cost) the costs of any subcontracted work on items the contract designates as specialty items.

The Contractor shall not subcontract work unless the Contracting Officer approves in writing. Each request to subcontract shall be on the form the Contracting Officer provides. If the Contracting Officer requests, the Contractor shall provide proof that the subcontractor has the experience, ability, and equipment the work requires. The Contractor shall require each subcontractor to comply with the provisions of the Pierce County Contract and Procurement Program Labor Standards and Prevailing Wage requirements, to furnish all certificates and statements required by the contract, and to require each subcontractor of every tier to meet the responsibility requirements of RCW 39.04, and to include these requirements in every subcontract of every tier.

Along with the request to sublet, the Contractor shall submit the names of any contracting firms the subcontractor proposes to use as agents. Collectively, these agents shall not do work that exceeds 25 percent of the total amount subcontracted to a subcontractor. When a subcontractor is responsible for construction of a specific structure or structures, the following work may be performed by agents without being subject to the 25 percent limitation:

1. Furnish and driving of piling, or
2. Furnishing and installing concrete reinforcing and post-tensioning steel.

Except for the 25 percent limit, agents shall meet the same requirements as subcontractors.

The Contracting Officer will approve the request only if satisfied with the proposed subcontractor's record, equipment, experience, and ability. Approval to subcontract shall not:

1. Relieve the Contractor of any responsibility to carry out the contract,
2. Relieve the Contractor of any obligations or liability under the contract and the Contractor's bond,
3. Create any contract between the County and the subcontractor, or
4. Convey to the subcontractor any rights against the County.

The County will not consider as subcontracting: (1) purchase of sand, gravel, crushed stone, crushed slag, batched concrete aggregates, ready mix concrete, fabricated structural steel, and any other materials supplied by established and recognized commercial plants; or delivery of these materials to the work site in vehicles owned or operated by such plants or by recognized commercial haulings.

If dissatisfied with any part of the subcontracted work, the Contracting Officer may request in writing that the subcontractor be removed. The Contractor shall comply with this request at once and shall not employ the subcontractor for any further work under the contract.

1.08.1(1) Reimbursement for Overtime Work of Contracting Agency Employees

Where the Contractor elects to work on a Saturday, Sunday, or other holiday, or longer than an 8-hour work shift on a regular working day, as defined in the Standard Specification, such work shall be considered as overtime work. Prior notice shall be given by the Contractor to the Contracting Officer in sufficient time to schedule necessary inspection services, or the Contracting Officer may prohibit overtime work until such time as an inspector can be made available. On all such overtime work the Contracting Officer may require an inspector to be present, and a survey crew may be required at the discretion of the Contracting Officer. The Contractor shall reimburse the County for the full amount of the straight time plus overtime costs for employees of the County and any of its agents to work overtime hours.

The Contractor by these Specifications does hereby authorize the Contracting Officer to deduct such costs from the amount due or to become due herein. The decision of the Contracting Officer of the amount so due shall be final as set forth in Section 1.05.1.

1.08.2 Assignment

The Contractor shall not assign all or any part of the work unless the Pierce County Executive and the Surety approve in writing. The County Executive will not approve any proposed assignment that would relieve the original Contractor or Surety of responsibility under the contract.

Money due or that will become due to the Contractor may be assigned. If given written notice, the County will honor such assignments to the extent authorized by then existing law. Any assignment of funds due shall, however, be subject to all setoffs, withholdings, and deductions required by law and permitted under the contract.

1.08.3 Progress Schedule

The Contractor shall submit a preliminary progress schedule (first 30 working days) to the Contracting Officer within five calendar days of the award date of the contract. This schedule and any supplemental schedule shall show: (1) completion of all work within the specified contract time, (2) the proposed order of work, and (3) projected starting and completion times for major phases of the work and for the total project. The schedule shall be developed by a critical path method. The Contractor shall provide sufficient material, equipment and labor to meet the completion times in this schedule.

The County allocates its resources to a contract based on the total time allowed in the contract. The County will accept a progress schedule indicating an early completion, but cannot guarantee that the County's resources will be available to meet an accelerated schedule. No additional compensation will be allowed if the Contractor is not able to meet their accelerated schedule due to unavailability of County resources or for other reasons beyond the County's control.
The Contractor shall submit supplement progress schedules when requested by the Contracting Officer or as required by any provision of the contract. These supplemental schedules shall reflect any changes in the proposed order of the work, any construction delays, or other conditions that may affect the progress of the work. The Contractor shall provide the Contracting Officer with the supplemental progress schedules within ten calendar days of receiving written notice of the request or within such other time as the contract may provide.

The original and all supplemental progress schedules shall not conflict with any time and order-of-work requirements in the contract.

If the Contracting Officer deems that the original or any necessary supplemental progress schedule does not provide the information required in this section, the County may withhold progress payments until a schedule information has been submitted by the Contractor and approved by the Contracting Officer.

The Contracting Officer’s approval of any schedule shall not transfer any of the Contractor’s responsibilities to the County. The Contractor alone shall remain responsible for adjusting forces, equipment and work schedules to ensure completion of the work within the time(s) specified in the contract.

1.08.4 Notice to Proceed and Prosecution of Work

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the County. The Contractor shall not commence the work until the Notice to Proceed has been given by the Contracting Officer. The Contractor shall begin work on the project site within 10 calendar days from the date specified in the Notice to Proceed. The Contractor shall diligently pursue the work to completion within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

1.08.5 Time for Completion

The Contractor shall complete all contract work within the number of “working days” dated in the special provisions or as extended by the Contracting officer in accordance with Section 1.08.8. Every day is a “working day” unless it is a Saturday, a Sunday, a day on which the contract specifically suspends work, or one of these holidays: January 1, the third Monday of January, the third Monday of February, Memorial Day, July 4, Labor Day, November 11, Thanksgiving Day, and Christmas Day.

When any of these holidays falls on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a non-working day.

Contract time shall begin on the first working day following the 10th calendar day after the date the County executes the contract. The Special provisions may specify another starting date for contract time in which case, time will begin on the starting date specified.

During the life of the contract, each working day (except any partial or whole day the Contracting Officer declares as nonworking) shall be charged to the contract as it occurs. Each week the Contracting Officer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for contract completion; and (3) remaining for contract completion. This weekly report will be correlated with the Contractor’s current approved progress schedule. If the Contractor elects to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day, then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Contracting Officer, the protest shall be in sufficient detail to enable the Contracting Officer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct.

The Contracting Officer will give the Contractor written notice of the completion date for all work the contract requires. That date shall constitute the date of completion of the contract, but shall not imply the County’s acceptance, of the work or the contract.
1.08.6 Suspension of Work

The Contracting Officer may order suspension of all or any part of the work if:

1. Unsuitable weather and such other conditions beyond the control of the Contractor that prevent satisfactory and timely performance of the work; or

2. The Contractor does not comply with the contract or the Contracting Officer's orders.

When ordered by the Contracting Officer to suspend or resume work, the Contractor shall do so immediately.

If the work is suspended for reason (1) above, the period of work stoppage will be counted as nonworking days. But if the Contracting Officer believes the Contractor should have completed the suspended work before the suspension, all or part of the suspension period may be counted as working days. The Contracting Officer will set the number of nonworking days (or parts of days) by deciding how long the suspension delayed the entire project.

If the work is suspended for reason (2) above, the period of work stoppage will be counted as working days. The lost work time, however, shall not relieve the Contractor from any contract responsibility.

If the performance of all or any part of the work is suspended, delayed, or interrupted for an unreasonable period of time by an act of the County in the administration of the contract, or by failure to act within the time specified in the contract (or if no time is specified, within a reasonable time), the Contracting Officer will make an adjustment for any increase in the cost or time for the performance of the contract (excluding profit) necessarily caused by the suspension, delay, or interruption. However, no adjustment will be made for any suspension, delay, or interruption if (1) performance would have been suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or (2) an equitable adjustment is provided for or excluded under any other provision of the contract.

If the Contractor believes that the performance of the work is suspended, delayed or interrupted, and that it is the responsibility of the County, the Contractor shall immediately submit written notice of protest to the Contracting Officer as provided in Section 1.04.5. No adjustment shall be allowed for any costs incurred more than 10 calendar days before the date the Contracting Officer receives the Contractor's written notice of protest if the Contractor contends that damages have been suffered as a result of such suspension, delay, or interruption, the protest shall not be allowed unless the protest (stating the amount of damages) is asserted in writing as soon as practicable, but no later than the date of the Contractor's signature on the Final Contract Voucher Certification. The Contractor shall keep full and complete records of the costs and additional time of such suspension, delay, or interruption and shall permit the Contracting Officer to have access to those records and any other records as may be deemed necessary by the Contracting Officer to assist in evaluating the protest.

The Contracting Officer will determine if an equitable adjustment in cost or time is due as provided in this section. The equitable adjustment for increase in costs, if due, shall be subject to the limitations provided in Section 1.09.4, provided that no profit of any kind will be allowed on any increase in cost necessarily caused by the suspension, delay or interruption.

Request for extensions of time will be evaluated in accordance with Section 1.08.8.

The Contracting Officer's determination as to whether an adjustment should be made will be final as provided in Section 1.05.1.

No claim by the Contractor under this clause shall be allowed unless the Contractor has followed the procedures provided in this Section 1.04.5 and in Sections 1.04.5 and 1.09.11.

1.08.7 Maintenance During Suspension

Before and during any suspension (as described in Section 1.08.6) the Contractor shall protect the work from damage or deterioration. Suspension shall not relieve the Contractor from anything the contract requires unless this section states otherwise.

At no expense to the County, the Contractor shall provide through the construction area a safe, smooth, and unobstructed way for public use during suspension if the contract requires the Contractor to provide public access during construction.
If the Contracting Officer determines that the Contractor failed to pursue the work diligently before the suspension, or failed to comply with the contract or orders, then the cost of providing such public access shall be born by the Contractor. If the Contractor fails to maintain such public access, the County will do the work and deduct all resulting costs from amounts due or which may become due the Contractor.

If the Contracting Officer determines that the Contractor has pursued the work diligently before the suspension, then the County will bear the expense of maintaining public access which is required, provided the Contractor has complied with the contract provisions governing notice, claim and protest of any dispute.

After any suspension during which the County has done the routine maintenance, the Contractor shall accept the traveled public area as is when work resumes. The Contractor shall make no claim against the County for the condition of the public access areas.

After any suspension, the Contractor shall retain all responsibilities the contract assigns for repairing or restoring the work to the requirements of the plans.

1.08.8 Extensions of Time

The Contractor shall submit any requests for time extension to the Contracting Officer in writing no later than 10 working days after the delay commences. To be considered by the Contracting Officer, the request shall be in sufficient detail (as determined by the Contracting Officer) to enable the Contracting Officer to ascertain the basis and amount of the time requested. If a request, combined with previous extension requests, equals 20 percent or more of the original contract time, or if the Contracting Officer so requires, the Contractor's request must bear the consent of the Surety. In evaluating the request, the Contracting Officer will consider how well the Contractor used the time from contract execution up to the point of the delay and the effect the delay has on any completion times included in the special provisions.

The contract's completion time will be extended for a period equal to the time the Contracting Officer determines the work was delayed because of:

1. Unsuitable weather, provided that:
   a. The Contracting Officer had not already allowed it as a nonworking day under another section, and
   b. The Contractor had timely filed a written protest asserting that time the Contracting Officer charged as a working day should have been allowed as a nonworking day, and
   c. The weather condition could not have been reasonably anticipated by the Contractor, and
   d. The Contractor could not reasonably have avoided the delay.

2. Any action, neglect, or default of the Contracting Agency, its officers, or employees, or of any other contractor employed by the County, provided that delays in acting or in reviewing, or determining matters raised by the Contractor shall not be counted to the extent that such delay is contemplated by the contract or is reasonable considering the time the matter was submitted by the Contractor.

3. Fire or other casualty for which the Contractor is not in part responsible.

4. Strikes,

5. Any other conditions for which these Specifications permit time extensions.

6. Exceptional causes not specifically identified in items 1-5, provided the request proves that the Contractor had no control over the cause of the delay and could have done nothing to avoid or shorten it.

The Contracting Officer will not allow a time extension for any cause listed above if it results from the Contractor's default, collusion, action or inaction, or failure to comply with the terms of the contract.

The parties consider the time specified in the special provisions sufficient to do all the work.

The reasons for any times of extensions shall be determined by the Contracting Officer, and such determination will be final as provided in Section 1.05.1.
1.08.9 Liquidated Damages

Time is of the essence of the contract. Delays inconvenience the public, and the County, and may increase the risk to the public and to the County during construction. Delays also cost taxpayers unwarranted sums of money, adding time needed for administration, engineering, inspection and supervision.

Because the County finds it impractical to calculate the actual cost of delays, it has adopted the following formula, to calculate liquidated damages for failure to complete the contract on time.

Accordingly the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for completion, and

2. To authorize the Contracting Officer to deduct these liquidated damages from any money due or to become due the Contractor,

**LIQUIDATED DAMAGES FORMULA**

\[
LD = \frac{0.15C}{T}
\]

Where:

- \(LD\) = Liquidated damages per working day (rounded to the nearest dollar)
- \(C\) = Original contract amount.
- \(T\) = Original time for completion in days.

When the contract work is completed to the extent that the County has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, or minor correction or repairs remains to complete the total contract, the Contracting Officer may determine the contract work is substantially complete. The Contracting Officer will notify the Contractor in writing of the substantial completion date. For overruns in contract time occurring after the date so established, the formula for liquidated damages shall be reduced to the following:

\[
LD = \frac{0.075C}{T}
\]

The Contractor shall complete the remaining work as promptly as possible. Upon request by the Contracting Officer, the Contractor shall furnish a written schedule for completing the contract.

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire contract.

1.08.10 Termination of Contract

1.08.10(l) Termination for Default

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, deposit written notice of its intention to terminate the Contract unless such violation shall cease and an arrangement satisfactory to Pierce County for correction thereof shall be made within 10 days of the mailing of notice. If within said 10 day period the defaults have not ceased and the Contractor has not executed an agreement satisfactory to the County to correct the defaults, the Surety shall have the right to take over and perform the Contract, provided that the Surety gives written notice of its intention to the County within 15 calendar days from the date of mailing of the original notice of intention by the County.

If neither the Contractor nor Surety execute said writings and proceed diligently to perform the Contract and correct the defaults, the County may treat the Contract as terminated for default. Pierce County may take over the work and prosecute the same to completion by any method it deems advisable for the account of and at the expense of the Contractor, and the Contractor and the Surety shall be liable to the County for all costs occasioned to the County thereby. Pierce County may without liability for doing so, take possession of and utilize in completing the work, such materials, equipment, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.
Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default, The, Contractor shall in addition be liable for liquidated damages for delay until such reasonable time as may be required for completion of the work. After all work contemplated by the contract has been completed, the Contracting Officer will calculate the total expenses and damages for the completed work. If the total expenses and damages are less than any unpaid balance due the Contractor, the excess will be paid by the County to the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor (and the Surety to the extent of its bond) shall be jointly and severally liable to the County and shall pay the difference to the County upon demand.

In exercising the County's right to prosecute the completion of the work, the County shall have the right to exercise its sole discretion as to the manner, method, and reasonableness of the costs of completing the work. In the event that the County takes bids for remedial work or completion of the contract work, the Contractor shall not be eligible for the award of such contracts.

In the event the contract is terminated, the termination shall not affect any rights of the County against the Contractor. The rights and remedies of the County under this clause are in addition to any other rights and remedies provided by law or under this contract. Any retention or payment of monies to the Contractor by the County will not release the Contractor from liability.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience Section 1.08.10(2) hereof.

1.08.10(2) Termination for Public Convenience

The County may terminate the contract in whole or in part whenever the Contractor is prevented from proceeding with the work by reason of a temporary restraining order, or a preliminary or permanent injunctive order of a court of competent jurisdiction, where the issuance of such order is primarily caused by acts or omissions of persons or agencies other than the Contractor; or the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this Section, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work.

1.08.10(3) Arbitration of Disputed Termination Expense

After receipt of a notice of Termination for Public Convenience, the Contractor shall submit to the Contracting Officer a claim for the cost associated with the termination. To enable the Contracting Officer to ascertain the basis and amount of the claim, it shall be in such detail as provided in Section 1.09.11. The claim shall be submitted promptly, but in no event later than 30 calendar days from the effective date of termination. The Contractor shall pursue resolution of the claim through established administrative channels. In the event the claim is not resolved and an agreement reached, the Contractor may appeal to the Contracting Officer for a determination. The decision of the Contracting Officer shall be final as provided in Section 1.05.1.

The Contractor agrees to make all records available to the extent deemed necessary by the Contracting Officer to verify the claim.

1.08.10(4) Responsibility of Contractor and Surety

Termination of a contract shall not relieve the Contractor of any responsibilities under the contract for work performed. Nor shall termination of the contract relieve the Surety or Sureties of obligations under the contract bond or retainage bond for work performed.

1.09 MEASUREMENT AND PAYMENT

1.09.1 Blank
1.09.2 Blank
1.09.3 Scope of Payment

The payment provided for in the contract shall be full payment to the Contractor for:
1. Furnishing all materials and performing all work under the contract (including changes in the work, materials, or plans) in a complete and acceptable manner;

2. All risk, loss, damage, or expense of whatever character arising out of the nature or prosecution of the work; and

3. All expenses incurred resulting from a suspension or discontinuance of the work as specified in the contract.

The payment of any estimate or retained percentage shall not relieve the Contractor of the obligation to make good any defective work or materials.

Unless the plans and special provisions provide otherwise, the unit contract price for the various bid items shall be full payment for all labor, materials, supplies, equipment, tools, and other things required to completely incorporate the item into the work as though the item were to read "In Place."

If the "Payment" clause in the specifications, for an item included in the proposal covers and considers all work and material essential to that item, then the work or materials will not be measured or paid for under any other item which may appear elsewhere in the proposal or specifications.

1.09.4 Equitable Adjustment

The equitable adjustment provided for elsewhere in the contract shall be determined in one or more of the following ways:

1. If the parties are able to agree, the price will be determined by using
   a. Unit prices, or
   b. Other agreed upon prices;

2. If the parties cannot agree, the price will be determined by the Contracting Officer using:
   a. Unit prices, or
   b. Other means to establish costs.

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

The equipment rates shall be actual cost, but shall not exceed the rates set forth in the AGC/WSDOT Equipment Rental Agreement in effect at the time the work is performed as referred to in Section 1.09.6, and

No claim for loss of anticipated profits on deleted or uncompleted work or consequential damages of any kind will be allowed.

1.09.5 Deleted or Terminated Work

The Contracting Officer may delete work by change order as provided in Section 1.04.4 or may terminate the contract in whole or part as provided in Section 1.08.10(2). When the contract is terminated in part, the partial termination shall be treated as a deletion change order for payment purposes under this section.

Payment for completed items will be at unit contract prices.

When any item is deleted in whole or in part by change order, payment for deleted or terminated work will be made as follows:

1. Payment will be made for the actual number of units of work completed at the unit contract price unless the Contracting Officer determines the unit prices are inappropriate for the work actually performed. When that determination is made by the Contracting Officer, payment for work performed will be as mutually agreed, unless the parties cannot agree, in which case the Contracting Officer will determine the amount of the equitable adjustment in accordance with Section 1.09.4;

2. Payment for partially completed lump sum items will be as mutually agreed, unless the parties cannot agree, in which case the Contracting Officer will determine the amount of the equitable adjustment in accordance with Section 1.09.4;

3. To the extent not paid for by the contract prices for the completed units of work, the County will pay as part of the equitable adjustment those direct costs necessarily and actually incurred by the Contractor in anticipation of performing the work that has been deleted or terminated;
4. The total payment for any one item in the case of a deletion or partial termination shall not exceed the bid price as modified by approved change orders less the estimated costs (including overhead and profit) to complete the work and less any amount paid to the Contractor for the item;

5. The total payment where the contract is terminated in its entirety shall not exceed the total contract price as modified by approved change orders less those amounts paid to the Contractor before the effective date of termination; and

6. No claim for damages of any kind or loss of anticipated profits on deleted or terminated work will be allowed because of the termination or change order.

Contract time shall be adjusted as the parties agree. If the parties cannot agree, the Contracting Officer will determine the equitable adjustment for contract time.

Acceptable materials ordered by the Contractor prior to the date the work was terminated as provided in Section 1.08.10 (2) or deleted as provided in Section 1.04.4 by the Contracting Officer, will either be purchased from the Contractor by the County at the actual cost and shall become the property of the County, or the County will reimburse the Contractor for the actual costs connected with returning these materials to the suppliers.

1.09.6 **Force Account**

If the contract calls for work or materials to be paid for by force account, payment amounts will be determined as shown below:

1. **For Labor:**

   The County will reimburse the Contractor for labor and for supervision by foremen dedicated solely to the particular force account item of work (but not for supervision by general superintendents or general foremen). The Contracting Officer will compute the labor payment on the basis of these four factors:

   a. **Weighted Wage Rate.**

      The Weighted Wage Rate combines:

      (1) the current basic wage and fringe benefits the Contractor is required and has agreed to pay,

      (2) Federal Insurance Compensation (FICA),

      (3) Federal Unemployment Tax Act (FUTA), and

      (4) State Unemployment Compensation Act (SUCA).

   b. **Travel Allowance and Subsistence.**

      This includes the actual costs of allowances for travel or subsistence paid to employees in the course of their work on the item. This reimbursement will be made only if such allowances are required by a regional labor agreement or are normally paid by the Contractor to comparable labor for performing other work.

   c. **Industrial Insurance and Medical Aid Premiums.**

      The County will reimburse Contractor-paid premiums and Marine Industrial Insurance, for State of Washington Industrial Insurance and Medical Aid Premiums which become an obligation of the Contractor and are chargeable to the force account work. The County will not pay the Contractor for Medical Aid premiums that are paid by the employees.

   d. **Overhead and Profit.**

      The County will pay the Contractor 20 percent of the sum of the costs listed in a, b, and c above to cover project, overhead, general company overhead, profit, and any other costs incurred.
2. For Materials

The County will reimburse actual invoice cost for Contractor-supplied materials. This cost includes actual freight and express charges and taxes as described in Section 1.07.3 provided that these costs have not been paid in some other manner under the contract. A deduction will be made for any offered or available discounts or rebates if the County has provided the Contractor with the means to comply with the provisions allowing the discount. The County will then add 15 percent of the balance to cover project overhead, general company overhead, profit, and any other cost of supplying materials.

To support charges for materials, the Contractor shall provide the Contracting Officer with valid copies of vendor invoices, including freight and express bills. If invoices are not available for materials from the Contractor’s stocks, the Contractor shall certify actual costs by affidavit.

If claims for material costs are too high, inappropriate, or unsupported by satisfactory evidence, the Contracting Officer may determine the cost for all or part of the materials. When determined in this manner, the cost will be the lowest current wholesale price from a source that can supply the required quantity (including delivery costs).

The County reserves the right to provide materials. In this case the Contractor will receive no payment for any costs, overhead, or profit.

3. For Equipment

The approval of the Contracting Officer shall be required for the selection of machine-power tools or equipment prior to their use on force account.

The payment for any machine-power tools or equipment shall be made according to the current AGC/WSDOT Equipment Rental Agreement which is in effect at the time the force account is authorized. The rates as set forth in the Rental Rate Blue Book (as modified by the current AGC/WSDOT Equipment Rental Agreement) are the maximum rates allowable for equipment of modern design and in good working condition. These rates shall be full compensation for all fuel, oil, lubrication, repairs, maintenance, and all other costs incidental to furnishing and operating the equipment except labor for operation.

The County will add 15 percent to equipment costs to cover project overhead, general company overhead (excluding equipment overhead included in the Rental Rate Blue Book), and profit.

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

4. Force Account Mobilization

Force account mobilization is defined as the preparatory work performed by the Contractor including transportation of tools, equipment, and personal travel time (when included in a bargaining agreement). The County may pay for mobilization of equipment and labor of the force account item is not an item included in the original contract proposal or such other contract items as may be included in the special provisions as being eligible for reimbursement for mobilization. Off-site work in preparation for the travel to the project, costing $300 or less will not be paid. The County will not pay for mobilization for off-site preparatory work force account items under any circumstances unless the Contractor specifically makes a request in writing in advance of any such mobilization work. The written request shall include an estimate for mobilization costs involving off-site preparatory work, and the basis for reimbursement. The approval of the Contracting Officer will be required prior to commencing the mobilization for all force account. To the agreed final amount of mobilization for the force account shall be added an amount equal to 15 percent of that sum for all other costs, including project overhead, general company overhead and profit.

5. Subcontractors

The subcontractors will be allowed a 5 percent markup of the total cost computed from 1, 2, 3 and 4, incurred by the subcontractor, for insurance, B&O tax and bonding.
6. **Contractor Markup on Subcontractors**

   When work is performed on a force account basis by approved subcontractors, the Contractor will be allowed an additional markup equal to 5 percent of the total cost computed for 1, 2, 3, 4 and 5, for all administrative costs.

7. **Insurance, B&O Tax and Bonding**

   The Contractor will be allowed an additional markup equal to 5 percent of the total cost computed for 1, 2, 3, 4, 5, and 6, for insurance, B&O tax and bonding.

The payments provided above shall be full payment for all work done on a force account basis. The payment shall cover all expenses of every nature, kind, description, including overhead expenses, profit, occupational tax, any Federal or State revenue acts, premiums on public liability and property damage insurance policies, and for the use of small tools and equipment for which no rental is allowed.

No claim for force account shall be allowed except upon written order by the Contracting Officer prior to the performance of the work. No work shall be construed as force account work which can be measured under the specifications and paid for at the prices named in the contract.

The amount and costs of any work to be paid by force account shall be computed by the Contracting Officer, and the amount certified by the Contracting Officer shall be final as provided in Section 1.05.1.

The Contractor's wage, payroll, and cost records pertaining to work claimed to be payable on a force account basis shall be open to inspection or audit as provided in Section 1.09.12.

### 1.09.7 Mobilization

1. **Any portion of the work covered by the specific bid item or incidental work which is to be included in a bid item or items,**
   a. **Any portion of the work covered by the specific bid item or incidental work which is to be included in a bid item or items,**
   b. **Profit, interest on borrowed money, overhead, or management costs.**

2. **If the contract requires bidders to provide a separate bid for "Mobilization," partial payments based on the lump sum contract price for "Mobilization," will be made as follows:**
   a. **When 5 percent of the total original contract amount is earned from other bid items, excluding amounts paid for materials on hand, 50 percent of the bid for mobilization, or 5 percent of the total original contract amount, whichever is less, will be paid.**
   b. **When 10 percent of the total original contract amount is earned from other bid items, excluding amounts paid for materials on hand, 100 percent of the amount bid for mobilization, or 10 percent of the total original contract amount, whichever is less, will be paid.**
   c. **Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10 percent of the total original contract amount will be paid.**

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract.

### 1.09.8 Payment for Material on Hand

The County may reimburse the Contractor for materials purchased before their use in the work if they:

1. **Meet the requirements of the plans and specifications,**
2. **Are delivered to or stockpiled or other Contracting Officer approved storage sites within the control of the County,**
3. **Consist of sand, gravel, surfacing materials, aggregates, reinforcing steel, bronze plates, structural steel, machinery, piling, timber and lumber (not including forms or falsework), large signs unique to the project, prestressed concrete beams or girders, or other materials the Contracting Officer may approve.**
The County shall provide sufficient written evidence of production costs to enable the Contracting Officer to compute the cost of Contractor-produced materials (such as sand, gravel, surfacing material, or aggregates). For other materials, the Contractor shall provide invoices from material suppliers. Each invoice shall be detailed sufficiently to enable the Contracting Officer to determine the actual costs. Payment for materials on hand shall not exceed the total contract cost for the contract item.

If payment is based upon an unpaid invoice, the Contractor shall provide the Contracting Officer with a paid invoice within 60 calendar days after the County's initial payment for materials on hand. If the paid invoice is not furnished in this time, any payment the County has made will be deducted from the next progress estimate and withheld until the paid invoice is supplied.

The County will not pay for any individual item on hand with a cost of less than $500. As materials are used in the work, credits equaling the partial payments for them will be taken on future estimates. Partial payment for materials on hand shall not constitute acceptance. Any material will be rejected if found to be faulty even if partial payment for it has been made.

1.09.9 Payments

1.09.9(l) Progress Payments

Progress payments for completed work and materials on hand will be based upon progress estimates prepared by the Contracting Officer. A progress estimate cutoff date will be established at the preconstruction meeting.

Within 3 days after the progress estimate cutoff date (but no more often than once a month) the Contractor shall submit to the Contracting Officer for review an Application for Payment, filled out and signed by the Contractor, covering the work completed prior to the progress estimate cutoff date. The Application for Payment shall be accompanied by the documentation supporting the Contractor's Application for Payment. All progress payment requests (whether prepared by the Contractor or project manager) must be accompanied by a statement from the Contractor certifying that the prevailing wages for all work have been paid in accordance with the approved Statement(s) of Intent To Pay Prevailing Wages on file with the public agency. (RCW 39.12.040).

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until Acceptance. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payment. The progress estimates are subject to change at any time prior to Acceptance Date.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form -- the approximate quantity of acceptable units of work completed multiplied by the Unit Price.
2. Lump Sum Items in the Bid Form -- the estimated percentage completion multiplied by the Bid Forms amount for each Lump Sum Item.
3. Materials on Hand -- 90 percent of invoiced cost of material delivered to jobsite, or other storage area within the control of the County approved by the Contracting Officer.
4. Change Orders -- entitlement for approved extra cost or completed extra work as determined by the Contracting Officer.

Progress payments will be in accordance with the progress estimate less:

1. Five (5) percent for retained percentage.
2. The amount of Progress Payments previously made.
3. Funds withheld by the County for disbursement in accordance with the Contract Documents, including but not limited to the provisions of the Contract and Procurement Assistance Program for Locally Funded Public Works.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the County that any work has be satisfactorily completed.

Payments will be made by warrants, issued by the County's fiscal officer, against the appropriate fund source for the project.
1.09.9(2)  Retainage

Pierce County shall reserve and retain or withhold from monies earned by the Contractor on estimates during the progress of the work amounts as authorized by RCW 60.28 and this contract. Retainage shall be used for the purposes authorized by RCW 60.28.

Any designation by the Contractor setting forth the manner in which retainage shall be held shall be delivered to the Contracting Officer and constitutes the agreement of the Contractor to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

Release of retained percentage will be made as required by RCW 60.28 and the provisions of this contract.

In the event that claims are filed or amounts are withheld by the County, the Contractor will be paid such retained percentage less an amount determined by the Contracting Officer sufficient to pay the cost of foreclosing on claims and to cover attorney’s fees, not to exceed amounts authorized by RCW 60.28.

Retainage will not be reduced for any reason below the minimum limit provided by law.

1.09.9(3)  County’s Right to Withhold and Disburse Certain Amounts

The Contractor authorizes the Contracting Officer to withhold progress payments due or deduct an amount from any payment or payments due the Contractor which, in the Contracting Officer's opinion, may be necessary to cover the County's costs for or to remedy the following situations, provided the County gives notice required by RCW 60.28:

1. Failure of the Contractor to submit and obtain approval of a progress schedule,
2. Failure of the Contractor to remedy defective work,
3. Failure of the Contractor to provide the Contracting Officer a field office when required by the Special Provisions,
4. For overtime work performed by County personnel,
5. Lack of construction progress based upon the Contracting Officer's review of the Contractor's approved progress schedule which, indicates that the work will not be completed with the contract time. When calculating an anticipated time overrun, the Contracting Officer will make allowances for weather delays, approved unavoidable delays, and suspensions of the work. The amount withheld under this subparagraph will be based upon the liquidated damages amount per day set forth in the Contract Documents multiplied by the number of days the Contractor's approved progress schedule, in the opinion of the Contracting Officer may exceed the contract time,
6. Damage to another contractor where there is evidence thereof and a claim has been filed,
7. Failure to submit certified weekly payrolls or correct underpayments to Contractor's or subcontractor's employees,
8. Where the Contractor has not paid fees or charges to public authorities or municipalities which the Contractor is obligated to pay, and
9. Failure of the Contractor to perform any of the Contractor's other obligations under the contract.

The Contractor authorizes the Contracting Officer to act as agent for the Contractor disbursing such funds as have been withheld pursuant to this paragraph to a party or parties who are entitled to such payment. Disbursement of such funds, if the Contracting Officer elects to do so, will be made only after giving the Contractor 15 calendar days prior written notice of the County’s intent to do so, and if prior to the expiration of the 15 calendar day period,

1. no legal action has been commenced and filed to resolve the validity of the claims, and
2. the Contractor has not delivered written notice to the Contracting Officer protesting such payment and making specific reference to this Section.
A proper accounting of all funds disbursed on behalf of the Contractor in accordance with this section will be made. A payment made pursuant to this section shall be considered as payment made under the terms and conditions of the Contract. The County will not be liable to the Contractor for such payment.

If legal action is instituted to determine the validity of the claims prior to expiration of the 15 day period mentioned above, the Contracting Officer will hold the funds until determination of the action or written settlement agreement of the parties.

1.09.9(4) Final Payment

Upon Acceptance of the Work by the County the final amount to be paid the Contractor will be calculated based upon a Final Progress Estimate made by the Contracting Officer.

Acceptance by the Contractor of the Final Payment shall be and shall operate as a release:
1. to the County of all claims and all liabilities of the Contractor, other than claims in stated amounts as may be specifically excepted in writing by the Contractor,
2. for all things done or furnished in connection with the work;
3. for every act and neglect by the County; and
4. for all other claims and liability relating or arising out of the work.

A payment (monthly, final, retainage, or otherwise) shall not release the Contractor or the Contractor's Surety from any obligation required under the terms of the Contract Documents or the Contract Bond; nor shall such payment constitute a waiver of the County's ability to investigate and act upon findings of non-compliance with the Contract Documents; nor shall such payment preclude the County from recovering damages, setting penalties or obtaining such other remedies as may be permitted by law.

Before the work will be accepted by the County, the Contractor shall submit those items required by the Pierce County Contract and Procurement Assistance Program which is a part of this contract, demonstrating compliance by the Contractor and all subcontractors of any tier with the provisions governing labor standards, Equal Employment Opportunity.

If the Contractor fails, refuses, or is unable to sign and return the Final Progress Estimate or any other documents required for the final acceptance of the contract the County reserves the right to estimate and determine the amount required to provide the benefit to the public or a segment thereof which performance of the contract would have provided. Upon such a determination by the Contracting Officer, the Contractor authorizes the County to expend the sums so determined upon such projects or for such purposes as the County, in its sole judgment, shall determine will best correct the loss caused by the Contractor's failure. Disbursement of such funds shall be made by the County for its own purposes or those of another may only be made upon the terms for making payments under Section 1.09.9(3).

1.09.10 Blank

1.09.11 Disputes and Claims

1.09.11(1) Disputes

Any dispute arising under or related to the contract shall be brought to the attention of the County at the earliest possible time so that appropriate action may be taken and adverse impacts minimized. When disputes occur during a contract, the Contractor shall pursue resolution through the Contracting Officer. The Contractor shall follow the procedures outlined in Section 1.04.5. If the negotiation using the procedures outlined in that Section fails to provide satisfactory resolution, the Contractor shall pursue the more formalized method outlined in Section 1.09.11(2) for submitting and resolving claims. Unless submitted and disposed of in the manner required by this Section, the determinations, decisions and instructions of the Contracting Officer shall be final and conclusive.
1.09.11(2) Claims

If the Contractor claims that additional payment is due and the Contractor has pursued and exhausted all means provided in Section 1.09.11(l) to resolve a dispute, the Contractor may file a claim as provided in this section. The Contractor agrees to waive any claim for additional payment if the written notifications provided in Section 1.04.5 are not given, or if the Contracting Officer is not afforded reasonable access by the Contractor to complete records of actual cost and additional time incurred as required by Section 1.04.5, or if a claim is not filed as provided in this section. The fact that the Contractor has provided a proper notification, provided a properly filed claim, or provided the Contracting Officer access to records of actual cost, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the Contracting Officer, is found to have merit, the Contracting Officer will make an equitable adjustment either in the amount of costs to be paid or in the time required for the work, or both. If the Contracting Officer finds the claim to be without merit, no adjustment will be made.

All claims filed by the Contractor shall be in writing and in sufficient detail to enable the Contracting Officer to ascertain the basis and amount of the claim. All claims shall be submitted to the Contracting Officer as provided in Section 1:05.15. As a minimum, the following information must accompany each claim submitted:

1. A detailed factual statement of the claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the claim.
2. The date on which facts arose which gave rise to the claim.
3. The name of each County individual, official, employee, or agent involved in or knowledgeable about the claim.
4. The specific provisions of the contract which support the claim and a statement of the reasons why such provisions support the claim.
5. If the claim relates to a decision of the Contracting Officer which the contract leaves to his/her discretion or as to which the contract provides that his/her decision is final, the Contractor shall set out in detail all facts supporting its position relating to the decision of the Contracting Officer.
6. The identification of any documents and the substance of any oral communications that support the claim.
7. Copies of any identified documents, other than County documentation and documents previously furnished to the County by the Contractor that support the claim (manuals which are standard to the industry used by the Contractor may be included by reference).
8. If an extension of time is sought:
   a. The specific days and dates for which it is sought,
   b. The specific reasons the Contractor believes a time extension should be granted,
   c. The specific provisions of Section 1.08.8 under which it is sought, and
   d. The Contractor's analysis of its progress schedule to demonstrate the reason for the time extension.
9. If additional compensation is sought, the exact amount sought and a breakdown of that amount into the following categories:
   a. Labor;
   b. Materials;
   c. Direct equipment. The actual cost for each piece of equipment for which the claim is made or in the absence of actual cost, the rates established by the AGC/WSDOT Equipment Rental Agreement, or if not listed there, the rate established by the Rental Rate Blue Book, which was in effect when the work was performed. In no case shall the amounts claimed for each piece of equipment exceed the rates established by that Equipment Rental Agreement even if the actual cost for such equipment is higher. The County may audit the Contractor's cost records as provided in Section 1.09.12 to determine the actual equipment cost. The following information shall be provided for each piece of equipment:
(1) Detailed description (e.g., Motor Grader Diesel Powered Caterpillar 1 "G," Tractor Crawler ROPS & Dozer Included Diesel, etc.).

(2) The hours of use or standby, and

(3) The specific day and dates of use or standby.

d. Job overhead.

e. Overhead (general and administrative).

f. Subcontractor's claims (in the same level of detail as specified herein is required for any subcontractor's claims).

g. Other categories as specified by the Contractor or the County.

h. A notarized statement shall be submitted to the Contracting Officer containing the following language:

Under penalty of law for perjury or falsification, the undersigned, hereby certifies that the claim for extra compensation and time, if any, made herein for work on this contract is a true statement of the actual costs incurred and time sought computed as in the contract provided, and is fully documented and supported under the contract between the parties.

It will be the responsibility of the Contractor to keep full and complete records of the costs and additional time incurred, and of the facts and reasons for any alleged claim. The Contractor shall permit the Contracting Officer to have access to those records and any other records as may be required by the Contracting Officer to determine the facts or contentions involved in the claim. The Contractor shall retain those records for a period of not less than three years after final acceptance, or the conclusion of litigation arising out of the contract, whichever is longer.

The Contractor shall pursue administrative resolution of any claim with the Contracting Officer or the designee of the Contracting Officer.

Failure to submit with the Final Contract Voucher Certification such information and details as described in this section for any claim shall operate as a waiver of the claims by the Contractor as provided in Section 1.09.9.

Provided that the Contractor is in full compliance with the provisions of this section and after the formal claim document has been submitted, the County will respond, in writing, to the Contractor as follows:

1. Within 45 calendar days from the date the claim is received by the County if the claim amount is less than $100,000.

2. Within 90 calendar days from the date the claim is received by the County if the claim amount is equal to or greater than $100,000.

3. If the above restraints are unreasonable due to the complexity of the claim under consideration, the Contractor will be notified with 15 calendar days from the date the claim is received by the County as to the amount of time which will be necessary for the County to prepare its response. Failure by the County to respond within the time provided in this section shall not be evidence that the Contractor is entitled to the relief requested, nor shall it estop the County from denying that relief requested is proper, but shall only allow the Contractor to proceed with arbitration, litigation or other remedies authorized by the contract without awaiting a decision by the County, if all other requirements of the contract have been met by the Contractor.

Full compliance by the Contractor with the provisions of this section is a contractual condition precedent to the Contractor's right to seek judicial relief.
1.09.11(3) Time Limitation and Jurisdiction

For the convenience of the parties to the contract it is mutually agreed that any claims or causes of action which the Contractor has against the County arising from the contract shall be brought within 180 calendar days from the date of final acceptance (Section 1.05.12) of the contract by the County; and it is further agreed that any such claims or causes of action shall be brought in any of the three superior courts authorized by RCW 36.01.050. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the County arising from the contract are filed with the County or commenced in court, the Contractor shall permit the County to have timely access, in Pierce County to any records deemed necessary by the County to assist in evaluating the claims or action.

1.09.12 Audits

1.09.12(1) General

The Contractor's wage, payroll, and cost records on this contract shall be open for inspection or audit by representatives of the County during the life of the contract and for a period of not less than three years after the date of final acceptance of the contract, or final conclusion of audit, arbitration or litigation arising out of the contract, whichever is later. The Contractor shall retain these records for that period. The Contractor shall also guarantee that the wage, payroll, and cost records of all subcontractors and all agents to the subcontractors shall be retained and open to similar inspection or audit for the same period of time. The audit may be performed by employees of the County or by an auditor under contract with the County. The Contractor, subcontractors, or agents of the subcontractors shall provide adequate facilities, acceptable to the Contracting Officer, within Pierce County, for the audit during normal business hours. The Contractor, subcontractors, or agents of the subcontractors shall make a good faith effort to cooperate with the auditors. If an audit is to be commenced more than 60 calendar days after the final acceptance date of the contract, the Contractor will be given 20 calendar days notice of the time when the audit is to begin. If any litigation, claim, or audit arising out of, in connection with or related to this contract is commenced, within 3 years after final acceptance, the wage, payroll, and cost records shall be retained until such litigation, claim, or audit involving the records is complete.

1.09.12(2) Claims

All claims filed against the County shall be subject to audit at any time following the filing of the claim. Failure of the Contractor, subcontractor, or agents of the subcontractors to maintain and retain sufficient records to allow the auditors to verify all or a portion of the claim or to permit the auditor access to the books and records of the Contractor, subcontractors, or agents of the subcontractors shall constitute a waiver of claim and shall bar any recovery thereunder.

1.09.12(3) Required Documents for Audits

As a minimum, the auditors shall have available to them the following documents:

1. Daily time sheets and supervisor's daily reports.
2. Union agreements.
3. Insurance, welfare, and benefits records.
4. Payroll registers.
5. Earnings records.
6. Payroll tax forms.
7. Material invoices and requisitions.
9. Equipment records (List of company equipment, rates, etc.).
10. Vendor's, rental agencies', subcontractors', and agents' invoices.
11. Subcontractors' and agents' payment certificates.
12. Canceled checks (payroll and vendors).
15. General ledger.
17. Financial statements for all years reflecting the operations on this contract. In addition, the County may require, if it deems appropriate, additional financial statements for 3 years preceding execution of the contract and 3 years following final acceptance of the contract.
18. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others.
19. If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.
20. All documents which relate to each and every claim, together with all documents which support the amount of damages as to each claim.
21. Worksheets used to prepare the claim establishing the cost components for the items of the claim, including but not limited to labor, benefits and insurance, materials equipment, subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals.
22. Any other documents required to be kept by other provisions of this contract.

1.09.13 Arbitration

1.09.13(l) General

Prior to seeking claim resolution through arbitration, disputes arising during a contract shall proceed under the present administrative provisions in Section 1.04.5, 1.09.11(1), and any special provision provided in the contract for the resolution of disputes. The provisions of these sections and the special provisions must be complied with, in full, as a condition precedent to the Contractor's right to seek claims resolution through arbitration or litigation.

The Contractor may file for arbitration of a contract dispute with the County, provided that (1) the formal claim document has been submitted, (2) all the contract administrative remedies have been exhausted, and (3) the County has been given the time and opportunity to respond to the Contractor as provided in Section 1.09.11(1), and 1.09.11(2) the Contractor has complied with all limitations of the contract for resolution of disputes, including time limitations and notices.

The parties to the contract mutually agree that the only recourse for the Contractor for unresolved claims of less than $35,000 is through mandatory and binding arbitration. Claims equal to or greater than $35,000 may be arbitrated by mutual agreement of the County and the Contractor.

1.09.13(2) Administration of Arbitration

Arbitration shall be administered through the American Arbitration Association (AAA) using the following arbitration methods:

1. The current version of the Northwest Region Expedited Commercial Arbitration Rules shall be used for claims with an amount less than $25,000.
2. The current version of the Expedited Procedures of the Construction Industry Arbitration Rules shall be used for claims with an amount equal to or greater than $25,000 and less than $35,000.
3. These procedures shall also be used when claims with an amount equal to or greater than $35,000 are to be arbitrated by mutual agreement.

The County and the Contractor mutually agree the venue of any arbitration hearing shall be within Pierce County and that any such hearing shall be conducted within Pierce County.

The County and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of Pierce County. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the contract as the basis for decisions.
1.09.13(3) Procedures to Pursue Arbitration

If the dispute cannot be resolved through administrative procedures in Sections 1.04.5, 1.09.11(l), and any special provision provided in the contract for resolution of disputes, the Contractor shall advise the Contracting Officer that mandatory and binding arbitration is desired. A demand for arbitration shall be filed by the Contractor in accordance with AAA rules, with the County, and with the AAA, except that for claims under $25,000 using the Northwest Region Expedited Commercial Arbitration Rules, arbitration selection shall proceed pursuant to Section 55 of the Expedited of the Construction Industry Arbitration Rules. Arbitration shall proceed utilizing the appropriate rule of the AAA as determined by the dollar amount of the claim as provided in Section 1.09.13(2).

Unresolved disputes which do not involve delay or impacts to unchanged work may be brought to arbitration during the course of the project, provided that: the administrative procedures have been exhausted and the dispute has been pursued by claim as provided in Section 1.09.11(2).

Unless the County and the Contractor agree otherwise, all other unresolved claims (disputes which have been pursued by claim) which arise from a contract must be brought in a single arbitration hearing and only after completion of the contract. The total of those unresolved claims must be less than $35,000 to be eligible for arbitration, except by mutual agreement of the County and the Contractor.

In addition, the Contractor agrees arbitration proceedings must commence, by filing of the aforementioned demand for arbitration, within 180 calendar days of final acceptance of the contract, the same as any other claim or cause of action as provided in Section 1.09.11(3).

The scope and extent of discovery shall be determined by the arbitrator in accordance with the AAA rules. In addition, each party for claims greater than $25,000 shall serve upon the other party a “statement of proof.” The statement of proof shall be served, with a copy to the AAA, no less than 20 calendar days prior to the arbitration hearing and shall include:

1. The identity, current business address, and residential address of each witness who will testify at the hearing.
2. The identity of a witness as an expert if an expert witness is to be called, a statement as to the subject matter and the substance of the facts and opinions on which the expert is expected to testify, a summary of the grounds for each opinion, and a resume of the expert's qualifications, and
3. A list of each document that the party intends to offer in evidence at the arbitration hearing. Either party may request from the other party a copy of any document listed. If such a request is made, a copy of the document shall be provided within five calendar days from the date the request is received.

The arbitrator may permit a party to call a witness or offer a document not shown or included in the statement of proof only upon a showing of good cause.
CONTRACT COMPLIANCE REQUIREMENTS FOR LOCAL PUBLIC WORKS PROJECTS

PROJECT: SPANAWAY PARK SIDEWALK IMPROVEMENTS

PREVAILING WAGE RATE INFORMATION

This project requires the payment of prevailing wages per chapter 39.12 RCW. Workers shall receive no less than the prevailing rate of wage for their work on this locally funded project.

To find applicable wage rates please follow the following steps:

1. Access the L & I website at:
   http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp

2. Look up applicable wages/benefit codes using the project bid due date of **February 23, 2018**

3. This project will be located in Pierce County. If work will be performed outside of Pierce County, select the county appropriate to the location of work.

4. A copy of prevailing wage rates for this project are available at the Pierce County Procurement & Contract services office for review. A copy may also be mailed to you upon request. Please contact Pierce County Contract Compliance for additional information at 253-798-7456.
Requirements for this public works project are listed in the following sections:

- **Section I**  General Information
- **Section II**  MWBE Requirements
- **Section III**  Labor Standards Requirements
- **Section IV**  Documentation Requirements

**SECTION I.  GENERAL INFORMATION**

It is the policy of the Pierce County Executive and County Council to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment.

In accordance with Initiative 200 and RCW 49.60, bidders seeking to do business with Pierce County shall not give preference in the award of subcontracts to any person or firm or discriminate against any person or firm on the basis of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

Pierce County will take measures necessary to ensure nondiscrimination in all contracts, programs and activities to help remedy the effects of discrimination against minorities and women, and to prevent the County from directly or indirectly participating in or perpetuating the effects of such discrimination.

All parties doing business with Pierce County are encouraged to utilize local businesses and County residents where qualifications and cost effectiveness are deemed competitive.

**SECTION II.  MBE & WBE PARTICIPATION**

**A. GENERAL INFORMATION**

1. Pierce County has analyzed the engineer’s estimate for this project and has determined that opportunities for subcontracting are available within the scope of work. Bidders are encouraged to solicit proposals from MWBEs and award subcontracts to MWBEs whenever possible.

2. Participation may be on a direct basis in response to this Invitation to Bid or as a Subcontractor to a Bidder. No minimum level of MWBE participation shall be required as a condition for receiving an award. Bids will not be rejected or considered non-responsive if they do not include MWBE participation. It is incumbent upon all Bidders to ensure that Subcontractors/suppliers are selected in a manner that is fair and equitable based on competitive and cost effective bids received in the solicitation process.
III. Labor Standards Requirements

A. MINIMUM WAGE RATES FOR LABORERS, WORKMEN AND MECHANICS

1. This section specifies the Minimum Prevailing Wage requirements and other Labor Standards requirements, which are applicable to this County public works project. Prevailing wage rates and fringe benefits established by the State Department of Labor and Industries pursuant to RCW 39.12 are applicable to this locally-funded public works project.

2. Provisions of Prevailing Wage law (RCW 39.12) state in part that: “The hourly wages to be paid laborers, workman or mechanics, upon all public works and under all public building service maintenance contracts of the state or any county, municipality or political subdivision created by its laws, shall not be less than the prevailing rate of wages for an hour’s work in the same trade or occupation in the locality within the state where such labor is performed...”.

3. The Contractor and each Subcontractor shall, on or before the date of commencement of work, file an Intent to Pay Prevailing Wage form. The form must be approved by the Washington State Department of Labor and Industries prior to first payment.

4. The Contractor and its subcontractors shall pay all required fees for submittal and processing of such statements directly to the Department of Labor and Industries.

5. Questions concerning prevailing wages shall be referred to the Contract Compliance Office located in the Pierce County Finance department at (253) 798-7456 or the state Department of Labor and Industries-Prevailing Wage Division in Olympia at (360) 902-5335.

B. UNDERPAYMENT OF WAGES OR BENEFITS

1. If employees are improperly paid prevailing wages, wage restitution will be promptly made for underpayment of and/or benefits by the Contractor, or any Subcontractor, to such laborers or mechanics when directed to do so by Pierce County or by the State of Washington Department of Labor & Industries.

C. PAYROLLS

1. Certified payroll records will be maintained by each and every contractor, subcontractor and sub-tier on the project for three years from the date of acceptance of the project.

2. Records will be kept in accordance with WAC 296-127-320 and submitted to the Pierce County upon request for inspection at any time.

3. Submission of certified payrolls includes the submission of any approved 4/10 agreement that may exist for employees employed on the project.

D. PAYROLL DEDUCTIONS
1. Deductions shall be made in compliance with the requirements of federal, state, and local laws, such as federal income and social security taxes.

E. EMPLOYMENT OF APPRENTICES

1. Apprentices and trainees will be permitted to work at less than the prevailing rate for the work they perform when they are employed and individually registered in an approved apprenticeship or training program registered with the Washington State Apprenticeship Training Council.

2. Any employee listed on a payroll at an apprentice or trainee wage rate, who is not an apprentice or is not registered or otherwise employed as stated above, shall be paid the full journeyman wage rate determined by the classification of work he/she actually performed.

F. CONTRACTORS AND SUBCONTRACTORS WHO ARE THEMSELVES PERFORMING WORK AS LABORERS AND MECHANICS

1. Owners-operators, partners, sole proprietors and/or officers of firms providing labor on public works contracts, must keep accurate records of the time they work on the public works in accordance with WAC 296-127-320.

G. POSTING WAGE DETERMINATIONS AND POSTERS ON JOBSITE

1. The approved Statement of Intent to Pay Prevailing Wage forms for all contractors, subcontractors and sub-tiers employed on this public works project are to be visibly posted where all employees have ready and free access to inspect their contents.

2. Forms to be posted on projects over $10,000:
   - Approved copy of prime and all subcontractors Intent to Pay Prevailing Wages accessible to all employees.
   - Copy of the wage rates applicable to the project if Intent is not yet approved AND a phone number and address of the Industrial Statistician of Department of Labor and Industries where a complaint or inquiry may be made.
   - If not feasible to post on jobsite, other posting procedures may be used as outlined in RCW 39.12.020

3. Other posters as required by state, federal or local law or ordinance.
   - Information about State and Federal posting requirements can be found here: [http://www.lni.wa.gov/FormPub/questions.asp](http://www.lni.wa.gov/FormPub/questions.asp)
   - Contractors should be aware of potential additional posting requirements for local jurisdictions.
H. PAY REQUESTS

1. No payment request will be approved until an approved copy of the Statement of Intent to Pay Prevailing Wages has been received by Contract Compliance for the contractor and each subcontractor performing work under the contract.

2. All progress payment requests (whether prepared by the contractor or project manager) must be accompanied by a statement from the contractor certifying that the prevailing wages for all work have been paid in accordance with the approved Statement(s) of Intent To Pay Prevailing Wages on file with the public agency. (RCW 39.12.040)

I. BREACH OF LABOR STANDARDS PROVISIONS

1. In addition to any other causes for termination, Pierce County reserves the right to terminate this public works contract if the Contractor or any Subcontractor breaches any of these Labor Standards Provisions.

J. RESPONSIBILITY OF PRIME CONTRACTOR

1. It is incumbent upon the prime Contractor to read, understand, and comply with the project requirements as stated in the contract specifications. Any contractor of any tier performing work on this public works site is subject to these contract requirements and should be so informed by the prime contractor. Timely progress payments can be dependent upon the submittal of required documentation. Contact the Contract Compliance Office if you have questions at (253) 798-7456.

SECTION IV. DOCUMENTATION REQUIREMENTS

1. The Contractor and each Subcontractor shall submit the required documentation listed below. Failure to submit documentation may result in withholding of all or a portion of any progress payment or a timely release of retainage.

2. Closeout of this public works contract and the subsequent release of the Contractor’s retainage may not be authorized until all of the requirements of the Contract Compliance program, including the submittal of required documentation, have been fulfilled.

3. Required documents list:
   - Statement of Intent to Pay Prevailing Wage and Affidavit of Wages Paid - Prime and all Subcontractors
   - Dept. of Revenue Release for projects over $35,000
   - L&I Industrial Insurance Release for projects over $35,000
   - Employment Security Release for projects over $35,000
   - Pierce County Required forms
PIERCE COUNTY E-VERIFY PROGRAM:

E-VERIFY REQUIREMENTS:

A. As a condition for the award of any County contract for public works in excess of $100,000.00 or any other County contract in excess of $25,000.00, the business entity or contractor shall enroll in the E Verify program, or its successor, and thereafter shall provide the County documentation affirming its enrollment and participation in the program. The conditions of this Section shall not apply to contracts that:

1. Are only for work that will be performed outside the United States;
2. Are for a period of performance of less than 120 days; or
3. Are only for:
   a. Commercially available off-the-shelf items (COTS) as defined by federal law;
   b. Items that would be COTS items, but for minor modifications;
   c. Items that would be COTS items if they were not bulk cargo; or
4. Provide commercial services that are:
   a. Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
   b. Performed by the COTS provider; and
   c. Are normally provided for that COTS item.

B. Contractors shall be required to continue participation in the E-Verify program throughout the course of their business relationship with the County.

C. If a Contractor described in subsection A. uses a subcontractor whose work in connection with the performance of the contract would be subject to the requirements of subsection A. were the contract to be with Pierce County, the subcontractor shall, as a condition of contract, certify to the contractor in a manner that does not violate federal law that the subcontractor has registered and is participating in the E-Verify program and will not knowingly employ or contract with an unauthorized alien.

Enforcement of E-Verify Contract Terms.

A. The Contractor must provide certification of enrollment with bid submittal. The Contractor is responsible for verification of every applicable subcontractor. Pierce County reserves the right to require a copy of a Memorandum of Understanding between the contractor or any Subcontractor and Department of Homeland Security upon request at any time during the project verifying the contractor’s enrollment.

B. The County shall suspend a contract with any business entity or contractor that the United States Attorney General or the Secretary of Homeland Security has found to have been in violation of 8 U.S.C. § 1324a should the business entity or contractor fail to correct the violation within 30 business days of receiving notice of the violation from the United States Attorney General or the Secretary of Homeland Security.

C. Any suspension for E Verify noncompliance shall terminate one business day after a legal representative of the business entity or contractor submits, at a County office designated by the Executive, a declaration signed under penalty of perjury of the laws of the state, in the form provided by the County, stating with specificity that the violation has ended.

The Federal E-Verify Program is a web-based application that can be accessed at [www.dhs.gov/everify](http://www.dhs.gov/everify).
DIVISION 1

TECHNICAL SPECIFICATIONS

SPANAWAY PARK SIDEWALK IMPROVEMENTS
SPANAWAY, WASHINGTON

Pierce County
Department of Parks and Recreation Services
9112 Lakewood Dr. SW
Lakewood, Washington  98499
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Pierce County’s General Provisions for Construction contracts shall apply to all sections of the specifications and contract document.

B. Drawings and Pierce County General Provisions of Contract, including General and Special Conditions, Pierce County Small Works Roster Bid Number 2014, and Division 1 Specifications sections, apply to work of this section.

1.2 SUMMARY

A. This Section includes the following:

1. Work covered by the Contract Documents.
2. Work phases.
3. Work under other contracts.
4. Use of premises.
5. Owner's occupancy requirements.

B. See Division 1 Section "Summary of Multiple Contracts" for division of responsibilities for the Work.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: Lake Spanaway Sidewalk Improvements

1. Project Location: Spanaway Park: 14905 Bresemann Blvd. South, Spanaway, WA 98387

B. Owner: Pierce County Parks and Recreation Services

Phone: 253-798-4081
Fax: 253-582-7461

1. Owner's Representative: Benjamin Barrett, Capital Project Manager

C. Engineer: Colleen Harris, Apex Engineering

Phone: 253-473-4494
Fax: 253-473-0599
D. The Work consists of the following:
   1. The work includes but is not limited to clearing and grading, demolition and removal of existing curb, installing new curb, new curb and gutter, new sidewalk, new catch basin with associated piping and rip rap pad, amended soil, hydroseeded slopes, and Filterra storm drainage structure retrofit.

E. Project will be constructed under a single prime contract.

1.4 WORK PHASES

A. The Work shall be conducted in 1 phase.

1.5 USE OF PREMISES

A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.

B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
   1. Limits: Confine constructions operations to within the contract limits indicated in the drawings.
   2. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public.
   3. Driveways and Entrances: Keep driveways, parking areas, and entrances serving premises clear and available to Owner, Owner's employees, the public, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
      a. Schedule deliveries to minimize use of driveways and entrances.
      b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.6 OWNER'S OCCUPANCY REQUIREMENTS

A. Partial Owner Occupancy: Owner and the public will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits, unless otherwise indicated.
   1. Maintain access and egress from the Park’s entrance at the intersection of Bresemann Boulevard South and Military Road, maintain access along Bresemann Boulevard South past the contract limits, and access to the parking area directly south of the contract limits. Do not close or obstruct walkways, parking areas or
driveways outside of the contract limits without written permission from Owner and authorities having jurisdiction.

1.7 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 17-division uniform format numbering system.

1. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

   a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

3. The specification and drawings are to be used together as one Construction Document. When there is a discrepancy between the specifications and drawings the contractor shall bring the conflict up to the engineer in writing in the form of an RFI (Request for Information)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100
SECTION 01210 - ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements governing the following:
   1. Lump-sum allowances.
   2. Unit-cost allowances.

B. See Division 1 Section "Unit Prices" for procedures for using unit prices.

C. See Division 1 Section "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.

1.2 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Engineer of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Engineer's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

1.3 SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.4 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.5 LUMP-SUM, UNIT-COST ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include taxes, freight, and delivery to Project site.
B. Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.6 UNUSED MATERIALS

A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

1. If requested by Engineer, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Engineer, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

END OF SECTION 01210
SECTION 01250 - CONTRACT MODIFICATION PROCEDURES

GENERAL

1.1 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

B. See Division 1 Section "Allowances" for procedural requirements for handling and processing allowances.

C. See Division 1 Section "Unit Prices" for administrative requirements for using unit prices.

1.2 MINOR CHANGES IN THE WORK

A. The Owner or Owner’s representative will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Owner will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Owner are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.

2. Within 10 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

   a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

   b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

   c. Include costs of labor and supervision directly attributable to the change.

   d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Owner.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

4. Include costs of labor and supervision directly attributable to the change.

5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

6. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use forms provided by Owner. Sample copies are included at end of this Section.

1.4 CHANGE ORDER PROCEDURES

A. On Pierce County approval of a Proposal Request, Owner will issue a Change Order for signatures of Owner and Contractor.
SECTION 01270 - UNIT PRICES

GENERAL

1.1 SUMMARY
A. This Section includes administrative and procedural requirements for unit prices.
B. See Division 1 Section "Allowances" for procedures for using unit prices to adjust quantity allowances.

1.2 DEFINITIONS
A. Unit price is a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES
A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES
A. Unit Price No. 1 – Cement Concrete Traffic Curb
   1. Description: Installation of cement concrete traffic curb including all materials, labor, tools, traffic control, and equipment required for excavation, removal, subgrade preparation, subbase installation, compaction, placement of forms,
inspection, placing concrete, installing joints, finishing, curing, and form removal per the Contract Documents and specifications.

2. **Unit of Measurement:** Linear foot of installed cement concrete traffic curb.

**B. Unit Price No. 2 – Cement Concrete Traffic Curb and Gutter**

1. **Description:** Installation of cement concrete traffic curb and gutter including all materials, labor, tools, traffic control, and equipment required for excavation, removal, subgrade preparation, subbase installation, compaction, placement of forms, inspection, placing concrete, installing joints, finishing, curing, and form removal per the Contract Documents and specifications.

2. **Unit of Measurement:** Linear foot of installed cement concrete traffic curb and gutter.

**C. Unit Price No. 3 – Cement Concrete Sidewalk**

1. **Description:** Installation of cement concrete sidewalk including all materials, labor, tools, traffic control, and equipment required for excavation, removal, subgrade preparation, subbase installation, compaction, placement of forms, inspection, placing concrete, installing joints, finishing, curing, and form removal per the Contract Documents and specifications.

2. **Unit of Measurement:** Square yard of installed sidewalk surface area.

**D. Unit Price No. 4 – Asphalt Paving**

1. **Description:** Installation of asphalt paving including all materials, labor, traffic control, compaction, testing, and equipment required for installation of asphalt paving per the Contract Documents and specifications, including sawcutting, removal, tack coat and joint sealing.

2. **Unit of Measurement:** Cubic yard of installed asphalt paving.

**E. Unit Price No. 5 – Restoration of Areas Disturbed by Construction**

1. **Description:** Restoration of areas disturbed by construction including all materials, labor, tools, traffic control, testing, and equipment required for restoration of areas disturbed by construction per Contract Documents and project specifications.

2. **Unit of Measurement:** Square foot of disturbed area.

**END OF SECTION 01270**
SECTION 01290 - PAYMENT PROCEDURES

GENERAL

1.1 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms.

2. Submit the Schedule of Values to Engineer at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:

   a. Project name and location.
   b. Name of Engineer.
   c. Engineer's project number.
   d. Contractor's name and address.
   e. Date of submittal.

2. Submit draft of the Construction Schedule to include critical path items and lead items pertinent to the project.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.

4. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment.

5. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

6. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Times: Progress payments shall be submitted to Engineer by the 15th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

D. Payment Application Forms: Pierce County Project Manager will provide the contractor with an Excel File of the Payment Application Form which will include the Schedule of Values Form.

E. Application Preparation: Complete every entry on form. Execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

F. Transmittal: Submit two signed original copies of each Application for Payment to Engineer. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor's Construction Schedule (preliminary if not final).
4. Schedule of unit prices.
5. Submittals Schedule (preliminary if not final).
6. List of Contractor's staff assignments.
7. List of Contractor's principal consultants.
11. Certificates of insurance and insurance policies.

H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
5. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01290
SECTION 01299 PROPOSAL REQUEST FORM

Project Title: __________________________ Date: __________________

Project Number: ______________________ PR Number: ________________

Reference drawings or specification:

Please furnish your proposal and include a cost breakdown for performing the change or changes to the contract outlined below and / or detailed on the attachments referred to:

Prepared by: ___________________________ Date: __________________

We propose to perform all changes in the above description for a total (check one):

☐ Addition ☐ Deduction ☐ No change

To the contract sum of: ______________________ dollars

And a change of contract time by ____________ days.

(Washington State sales tax not included). In accordance to Article 7 of the General Conditions of the Contract. The foregoing amount covers all direct and indirect costs related to this change and to the effect of this change on the remainder of the project.

All other provisions of the Contract remain in full force and effect. The Contractor agrees to be bound to this quotation for 60 days after this date.

Contractor: ___________________________ Date: __________________

We have carefully examined the foregoing proposal, negotiated with the Contractor where necessary and find it to be reasonable.

We recommend acceptance by Owner.

Engineer: ___________________________ Date: __________________

The Owner responds to the foregoing proposal below. If the proposal is accepted below, the Owner requests the Engineer prepare Change Order documents for the above change in the work.

☐ Rejected ☐ Accepted ☐ Other

Owner Representative: ___________________________ Date: __________________

Copies to: ____________________________________________________________________

Attachments: ___________________________________________________________________
SPANAWAY PARK SIDEWALK IMPROVEMENTS

DIVISION 1

END OF SECTION 01299
SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

GENERAL

1.1 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
   1. Coordination Drawings.
   2. Project meetings.

B. See Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 COORDINATION

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

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
   1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
   1. Preparation of Contractor's Construction Schedule.
   2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

1.3 SUBMITTALS
A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
   1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
      a. Indicate functional and spatial relationships of components of engineering, structural, civil, mechanical, and electrical systems.
      b. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Engineer for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
   2. Sheet Size: At least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
   3. Number of Copies: Submit two opaque copies of each submittal. Engineer will return one copy.
   4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

1.4 PROJECT MEETINGS
A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
   1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
   2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
   3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within three days of the meeting.

B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after
execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Discuss items of significance that could affect progress, including the following:

   a. Tentative construction schedule.
   b. Phasing.
   c. Critical work sequencing and long-lead items.
   d. Designation of key personnel and their duties.
   e. Procedures for processing field decisions and Change Orders.
   f. Procedures for requests for interpretations (RFIs).
   g. Procedures for testing and inspecting.
   h. Procedures for processing Applications for Payment.
   i. Distribution of the Contract Documents.
   j. Submittal procedures.
   k. Preparation of Record Documents.
   l. Use of the premises.
   m. Work restrictions.
   n. Owner's occupancy requirements.
   o. Responsibility for temporary facilities and controls.
   q. Parking availability.
   r. Office, work, and storage areas.
   s. Equipment deliveries and priorities.
   t. First aid.
   u. Security.
   v. Progress cleaning.
   w. Working hours.
   x. Security clearances.

3. Minutes: Owner or their designee will record and distribute meeting minutes.

C. Pre-installation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Engineer of scheduled meeting dates.

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

   b. Options.
   c. Related requests for interpretations (RFIs).
d. Related Change Orders.
e. Purchases.
f. Deliveries.
g. Submittals.
h. Review of mockups.
i. Possible conflicts.
j. Compatibility problems.
k. Time schedules.
l. Weather limitations.
m. Manufacturer's written recommendations.
n. Warranty requirements.
o. Compatibility of materials.
p. Acceptability of substrates.
q. Temporary facilities and controls.
r. Space and access limitations.
s. Regulations of authorities having jurisdiction.
t. Testing and inspecting requirements.
u. Installation procedures.
v. Coordination with other work.
w. Required performance results.
x. Protection of adjacent work.
y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.

4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Conduct progress meetings at weekly regular intervals. Coordinate dates of meetings with preparation of payment requests.

1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
1) Review schedule for next period.

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Work hours.
10) Hazards and risks.
11) Progress cleaning.
12) Quality and work standards.
13) Status of correction of deficient items.
14) Field observations.
15) Requests for interpretations (RFIs).
16) Status of proposal requests.
17) Pending changes.
18) Status of Change Orders.
19) Pending claims and disputes.
20) Documentation of information for payment requests.

3. Minutes: Owner or their designee will record and distribute to Contractor the meeting minutes.

4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

   a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310
SECTION 01320 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's Construction Schedule.
2. Submittals Schedule.
3. Daily construction reports.
4. Field condition reports.

B. See Division 1 Section "Payment Procedures" for submitting the Schedule of Values.

C. See Division 1 Section "Photographic Documentation" for submitting construction photographs.

1.2 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Float: The measure of leeway in starting and completing an activity.

1. Float time belongs to Owner.

E. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

F. Major Area: A story of construction, a separate building, or a similar significant construction element.
1.3 SUBMITTALS

A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:

1. Scheduled date for first submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.
6. Scheduled date for Engineer's final release or approval.

B. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.

C. Field Condition Reports: Submit two copies at time of discovery of differing conditions.

1.4 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
2. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat separate areas as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Engineer.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
   a. No long lead items anticipated.
3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Work under More Than One Contract: Include a separate activity for each contract.
2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
   a. Coordination with existing construction.
   b. Limitations of continued occupancies.
   c. Uninterruptible services.
   d. Partial occupancy before Substantial Completion.
   e. Use of premises restrictions.
   g. Seasonal variations.
   h. Environmental control.
3. Work Stages: Indicate important stages of construction for each major portion of the Work.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.
2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 20 days of date established for the Notice to Proceed. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in ten percent increments within time bar.

2.4 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. Equipment at Project site.
3. Material deliveries.
4. High and low temperatures and general weather conditions.
5. Accidents.
7. Meter readings and similar recordings.
8. Orders and requests of authorities having jurisdiction.
9. Services connected and disconnected.
10. Equipment or system tests and startups.

B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate Actual Completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
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 01320
SECTION 01322 - PHOTOGRAPHIC DOCUMENTATION

GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.
2. Periodic construction photographs.

B. See Division 1 Section "Closeout Procedures" for submitting digital media as Project Record Documents at Project closeout.

C. See Division 1 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner's personnel.

1.2 SUBMITTALS

A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same label information as corresponding set of photographs.

B. Construction Photographs: Submit each photographic view within seven days of taking photographs.

2. Format, Digital Images: Submit a complete set of digital image electronic files with each submittal of prints as a Project Record Document on CD-ROM. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, uncropped.

1.3 USAGE RIGHTS

A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in uncompressed TIFF format, produced by a digital camera with minimum sensor size of 4.0 megapixels, and at an image resolution of not less than 1600 by 1200 pixels.
PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in filename for each image.
2. Field Office Images: Maintain one set of images on CD-ROM in the field office at Project site, available at all times for reference. Identify images same as for those submitted to Engineer.

C. Preconstruction Photographs: Before starting construction, take digital photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Owner/Engineer.

1. Flag construction limits before taking construction photographs.
2. Take eight photographs to show existing conditions adjacent to property before starting the Work.

D. Periodic Construction Photographs: Take 12 digital photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

E. Additional Photographs: Engineer may issue requests for additional photographs, in addition to periodic photographs specified.

1. Three days' notice will be given, where feasible.
2. In emergency situations, take additional photographs within 24 hours of request.
3. Circumstances that could require additional photographs include, but are not limited to, the following:
   a. Special events planned at Project site.
   b. Immediate follow-up when on-site events result in construction damage or losses.
   c. Substantial Completion of a major phase or component of the Work.
   d. Extra record photographs at time of final acceptance.
   e. Owner's request for special publicity photographs.

END OF SECTION 01322
SECTION 01330 - SUBMITTAL PROCEDURES

GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. See Division 1 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule.

C. See Division 1 Section "Photographic Documentation" for submitting construction photographs.

D. See Division 1 Section "Quality Requirements" for submitting test and inspection reports.

E. See Division 1 Section "Closeout Procedures" for submitting warranties.

F. See Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

G. See Division 1 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.

H. See Division 1 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner's personnel.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information that requires Engineer's responsive action.

B. Informational Submittals: Written information that does not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.

2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.

3. Resubmittal Review: Allow 15 days for review of each resubmittal.

D. Identification: Place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.

2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.

3. Include the following information on label for processing and recording action taken:
   a. Project name.
   b. Date.
   c. Name and address of Engineer.
   d. Name and address of Contractor.
   e. Name and address of subcontractor.
   f. Name and address of supplier.
   g. Name of manufacturer.
   h. Submittal number or other unique identifier, including revision identifier.

   1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).

   i. Number and title of appropriate Specification Section.
   j. Drawing number and detail references, as appropriate.
   k. Location(s) where product is to be installed, as appropriate.
   l. Other necessary identification.

E. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
F. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
   1. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.

G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals, without review received from sources other than Contractor.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
   1. Note date and content of previous submittal.
   2. Note date and content of revision in label or title block and clearly indicate extent of revision.

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Use only final submittals with mark indicating reviewed or reviewed as noted by Engineer.

1.4 CONTRACTOR'S USE OF ENGINEER'S CAD FILES

A. General: At Contractor's written request, copies of Engineer's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the Engineer's conditions.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

   1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
   2. Mark each copy of each submittal to show which products and options are applicable.
   3. Include the following information, as applicable:

      a. Manufacturer's written recommendations.
      b. Manufacturer's product specifications.
      c. Manufacturer's installation instructions.
d. Manufacturer's catalog cuts.
e. Wiring diagrams showing factory-installed wiring.
f. Printed performance curves.
g. Operational range diagrams.
h. Compliance with specified referenced standards.
i. Testing by recognized testing agency.

4. Number of Copies: Submit three copies of Product Data, unless otherwise indicated. Engineer will return two copies. Mark up and retain one returned copy as a Project Record Document.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Engineer's CAD Drawings is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
   a. Dimensions.
   b. Identification of products.
   c. Fabrication and installation drawings.
   d. Roughing-in and setting diagrams.
   e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
   f. Shopwork manufacturing instructions.
   g. Templates and patterns.
   h. Schedules.
   i. Notation of coordination requirements.
   j. Notation of dimensions established by field measurement.
   k. Relationship to adjoining construction clearly indicated.
   l. Seal and signature of professional engineer if specified.
   m. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).

3. Number of Copies: Submit two opaque (bond) copies of each submittal. Engineer will return one copy.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

2. Identification: Attach label on unexposed side of Samples that includes the following:
   a. Generic description of Sample.
   b. Product name and name of manufacturer.
c. Sample source.
d. Number and title of appropriate Specification Section.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
   a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
   a. Number of Samples: Submit three sets of Samples. Engineer will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.

E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location.
   1. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. Engineer will return two copies.

F. Submittals Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."

G. Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures."

H. Schedule of Values: Comply with requirements specified in Division 1 Section "Payment Procedures."

I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
   1. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Engineer will return two copies.
2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Engineer will not return copies.
2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
3. Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements."

B. Coordination Drawings: Comply with requirements specified in Division 1 Section "Project Management and Coordination."

C. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."

D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of engineers and owners, and other information specified.

E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.

M. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

N. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

O. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

P. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."

Q. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

R. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.

S. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

2. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.

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

U. Construction Photographs: Comply with requirements specified in Division 1 Section "Photographic Documentation."
V. Material Safety Data Sheets (MSDSs): Submit information directly to Owner/Engineer.

1. Owner/Engineer will review submittals that include MSDSs and will return them for resubmittal.

2.3 DELEGATED DESIGN

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

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

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
1. This review is to verify general compliance with Contract Documents only. Corrections (or absence of corrections) or comments do not relieve the Contractor from the requirement to comply with the Contract Documents. Deviations from Contract Document no clearly identified by the Contractor have not been reviewed or accepted. The Contractor is responsible for all quantities, dimensions, gauges, materials, fabrication processes, sequences of installation and coordination with other trades. (Reviewed) (Reviewed as Noted) (Revise and Resubmit) (Rejected)

C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.

D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01330
SECTION 01370 – SCHEDULE OF VALUES

GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and the General Provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this section.

1.2 REQUIREMENTS INCLUDED

A. Within seven (7) days after Contract Award, submit Value Schedule to the Owner/Engineer.

   1. Support values, if requested.
   2. Use the schedule as basis for developing the Application for Payment, for developing Project Construction Schedule and for developing estimated pay request amounts for each month during the course of the contract.
   3. Application for payment will not be processed without an approved Scheduled of Values.
   4. Make sum of total scheduled costs equal to Contract Sum.

B. Submit quantities as requested.

1.3 RELATED REQUIREMENTS

A. Coordinate related requirements specified in other parts of the Project Manual including but not limited to the following:

   1. Pierce County General Provisions for Construction Contracts.
   2. Division 1 Specification Sections.

1.4 FORM AND CONTENT OF SUBMITTAL

A. Submit a Schedule of Values in a formal acceptable to the Owner/Engineer

   1. Identify each line item with number and title of respective major Specification Section.
   2. Include in each item a directly proportionate amount of Contractor’s overhead and profit.
   3. For each line item installed, show breakdown by major products or operation under each item.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

END OF SECTION 01370
SECTION 01400 - QUALITY REQUIREMENTS

GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.

2. Requirements for Contractor to provide quality-assurance and -control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. See all Specification Sections for specific test and inspection requirements.

1.2 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.

C. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

I. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

1.4 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and regulations governing the Work.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.6 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.

2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

   a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.

3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.7 SPECIAL TESTS AND INSPECTIONS

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Engineer and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.

2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01400
SECTION 01420 – REFERENCES

GENERAL

1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Engineer. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list.

PRIVATE tbl1@dom1
ADAAG Americans with Disabilities Act (ADA)
CFR Code of Federal Regulations
CRD Handbook for Concrete and Cement
DOD Department of Defense Military Specifications and Standards
DSCC Defense Supply Center Columbus (See FS)
FED-STD Federal Standard (See FS)
FS Federal Specification
FTMS Federal Test Method Standard (See FS)
MIL See MILSPEC
MS MIL See MILSPEC
MILSPEC Military Specification and Standards
UFAS Uniform Federal Accessibility Standards

1.3 ABBREVIATIONS AND ACRONYMS

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

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

AA Aluminum Association, Inc. (The)
AAADDM American Association of Automatic Door Manufacturers
<table>
<thead>
<tr>
<th>Acronym</th>
<th>Organization Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>AABC</td>
<td>Associated Air Balance Council</td>
</tr>
<tr>
<td>AAMA</td>
<td>American Engineerural Manufacturers Association</td>
</tr>
<tr>
<td>AASHTO</td>
<td>American Association of State Highway and Transportation Officials</td>
</tr>
<tr>
<td>AATCC</td>
<td>American Association of Textile Chemists and Colorists (The)</td>
</tr>
<tr>
<td>ABMA</td>
<td>American Bearing Manufacturers Association</td>
</tr>
<tr>
<td>ACI</td>
<td>American Concrete Institute/ACI International</td>
</tr>
<tr>
<td>ACPA</td>
<td>American Concrete Pipe Association</td>
</tr>
<tr>
<td>AEIC</td>
<td>Association of Edison Illuminating Companies, Inc. (The)</td>
</tr>
<tr>
<td>AFPA</td>
<td>American Forest &amp; Paper Association (See AF&amp;PA)</td>
</tr>
<tr>
<td>AF&amp;PA</td>
<td>American Forest &amp; Paper Association</td>
</tr>
<tr>
<td>AGA</td>
<td>American Gas Association</td>
</tr>
<tr>
<td>AGC</td>
<td>Associated General Contractors of America (The)</td>
</tr>
<tr>
<td>AHA</td>
<td>American Hardboard Association</td>
</tr>
<tr>
<td>AHAM</td>
<td>Association of Home Appliance Manufacturers</td>
</tr>
<tr>
<td>AI</td>
<td>Asphalt Institute</td>
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<tr>
<td>AIA</td>
<td>American Institute of Engineers (The)</td>
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<tr>
<td>AISC</td>
<td>American Institute of Steel Construction</td>
</tr>
<tr>
<td>AISI</td>
<td>American Iron and Steel Institute</td>
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<tr>
<td>AITC</td>
<td>American Institute of Timber Construction</td>
</tr>
<tr>
<td>ALCA</td>
<td>Associated Landscape Contractors of America</td>
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<tr>
<td>ALSC</td>
<td>American Lumber Standard Committee, Incorporated</td>
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<tr>
<td>AMCA</td>
<td>Air Movement and Control Association International, Inc.</td>
</tr>
<tr>
<td>ANSI</td>
<td>American National Standards Institute</td>
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<tr>
<td>AOSA</td>
<td>Association of Official Seed Analysts</td>
</tr>
<tr>
<td>APA</td>
<td>APA - The Engineered Wood Association</td>
</tr>
<tr>
<td>Acronym</td>
<td>Full Name</td>
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<tr>
<td>APA</td>
<td>Engineural Precast Association</td>
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<tr>
<td>API</td>
<td>American Petroleum Institute</td>
</tr>
<tr>
<td>ARI</td>
<td>Air-Conditioning &amp; Refrigeration Institute</td>
</tr>
<tr>
<td>ARMA</td>
<td>Asphalt Roofing Manufacturers Association</td>
</tr>
<tr>
<td>ASCA</td>
<td>Engineural Spray Coaters Association</td>
</tr>
<tr>
<td>ASCE</td>
<td>American Society of Civil Engineers</td>
</tr>
<tr>
<td>ASHRAE</td>
<td>American Society of Heating, Refrigerating and Air-Conditioning Engineers</td>
</tr>
</tbody>
</table>
| ASME    | ASME International  
  (The American Society of Mechanical Engineers International) |
| ASSE    | American Society of Sanitary Engineering |
| ASTM    | ASTM International  
  (American Society for Testing and Materials International) |
| AWCI    | AWCI International  
  (Association of the Wall and Ceiling Industries International) |
| AWCMA   | American Window Covering Manufacturers Association  
  (See WCSC) |
| AWI     | Engineural Woodwork Institute |
| AWPA    | American Wood-Preservers' Association |
| AWS     | American Welding Society |
| AWWA    | American Water Works Association |
| BHMA    | Builders Hardware Manufacturers Association |
| BIA     | Brick Industry Association (The) |
| BIFMA   | BIFMA International  
  (Business and Institutional Furniture Manufacturer's Association International) |
| CCC     | Carpet Cushion Council |
| CCFSS   | Center for Cold-Formed Steel Structures |
| CDA     | Copper Development Association Inc. |
CEA     Canadian Electricity Association
CFFA    Chemical Fabrics & Film Association, Inc.
CGA     Compressed Gas Association
CGSB    Canadian General Standards Board
CIMA    Cellulose Insulation Manufacturers Association
CISCA   Ceilings & Interior Systems Construction Association
CISPI   Cast Iron Soil Pipe Institute
CLFMI   Chain Link Fence Manufacturers Institute
CPPA    Corrugated Polyethylene Pipe Association
CRI     Carpet & Rug Institute (The)
CRSI    Concrete Reinforcing Steel Institute
CSA     CSA International
        (Formerly:  IAS - International Approval Services)
CSI     Construction Specifications Institute (The)
CSSB    Cedar Shake & Shingle Bureau
CTI     Cooling Technology Institute
        (Formerly:  Cooling Tower Institute)
DHI     Door and Hardware Institute
EIA     Electronic Industries Alliance
EIMA    EIFS Industry Members Association
EJCDC   Engineers Joint Contract Documents Committee
EJMA    Expansion Joint Manufacturers Association, Inc.
ESD     ESD Association
FCI     Fluid Controls Institute
FGMA    Flat Glass Marketing Association (See GANA)
FM      Factory Mutual System (See FMG)
FMG     FM Global
(Formerly: FM - Factory Mutual System)

FRSA  Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.

FSA  Fluid Sealing Association

FSC  Forest Stewardship Council

GA  Gypsum Association

GANA  Glass Association of North America
   (Formerly: FGMA - Flat Glass Marketing Association)

GRI  Geosynthetic Research Institute

GTA  Glass Tempering Division of Glass Association of North America (See GANA)

HI  Hydraulic Institute

HI  Hydronics Institute

HMMA  Hollow Metal Manufacturers Association (See NAAMM)

HPVA  Hardwood Plywood & Veneer Association

HPW  H. P. White Laboratory, Inc.

IAS  International Approval Services (See CSA)

ICEA  Insulated Cable Engineers Association, Inc.

ICRI  International Concrete Repair Institute, Inc.

IEC  International Electrotechnical Commission

IEEE  Institute of Electrical and Electronics Engineers, Inc. (The)

IESNA  Illuminating Engineering Society of North America

IGCC  Insulating Glass Certification Council

IGMA  Insulating Glass Manufacturers Alliance (The)

ILI  Indiana Limestone Institute of America, Inc.

ISSFA  International Solid Surface Fabricators Association

ITS  Intertek Testing Services
IWS    Insect Screening Weavers Association (Now defunct)
KCMA   Kitchen Cabinet Manufacturers Association
LMA    Laminating Materials Association
LPI    Lightning Protection Institute
LSGA   Laminated Safety Glass Association (See GANA)
MBMA   Metal Building Manufacturers Association
MFMA   Maple Flooring Manufacturers Association
MFMA   Metal Framing Manufacturers Association
MH     Material Handling Industry of America (See MHIA)
MHIA   Material Handling Industry of America
MIA    Marble Institute of America
MPI    Master Painters Institute
MSS    Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM  National Association of Engineerural Metal Manufacturers
NAAMM  North American Association of Mirror Manufacturers (See GANA)
NACE   NACE International
       (National Association of Corrosion Engineers International)
NADCA  National Air Duct Cleaners Association
NAIMA  North American Insulation Manufacturers Association (The)
NAMI   National Accreditation and Management Institute, Inc.
NBGQA  National Building Granite Quarries Association, Inc.
NCMA   National Concrete Masonry Association
NCPI   National Clay Pipe Institute
NCTA   National Cable & Telecommunications Association
NEBB   National Environmental Balancing Bureau
NECA   National Electrical Contractors Association
NeLMA  Northeastern Lumber Manufacturers' Association
NEMA  National Electrical Manufacturers Association
NETA  InterNational Electrical Testing Association
NFPA  NFPA International
      (National Fire Protection Association International)
NFRC  National Fenestration Rating Council
NGA  National Glass Association
NHLA  National Hardwood Lumber Association
NLGA  National Lumber Grades Authority
NOFMA  National Oak Flooring Manufacturers Association
NRCA  National Roofing Contractors Association
NRMCA  National Ready Mixed Concrete Association
NSF  NSF International
      (National Sanitation Foundation International)
NSSGA  National Stone, Sand & Gravel Association
NTMA  National Terrazzo and Mosaic Association, Inc.
NTRMA  National Tile Roofing Manufacturers Association (See RTI)
NWWDA  National Wood Window and Door Association (See WDMA)
OPL  Omega Point Laboratories, Inc.
PCI  Precast/Prestressed Concrete Institute
PDCA  Painting and Decorating Contractors of America
PDI  Plumbing & Drainage Institute
PGI  PVC Geomembrane Institute
RCSC  Research Council on Structural Connections
RFCI  Resilient Floor Covering Institute
RIS  Redwood Inspection Service
<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Full Name</th>
</tr>
</thead>
</table>
| RTI          | Roof Tile Institute  
(Formerly: NTRMA - National Tile Roofing Manufacturers Association) |
| SAE          | SAE International |
| SDI          | Steel Deck Institute |
| SDI          | Steel Door Institute |
| SEFA         | Scientific Equipment and Furniture Association |
| SGCC         | Safety Glazing Certification Council |
| SIA          | Security Industry Association |
| SIGMA        | Sealed Insulating Glass Manufacturers Association (See IGMA) |
| SJI          | Steel Joist Institute |
| SMA          | Screen Manufacturers Association |
| SMACNA       | Sheet Metal and Air Conditioning Contractors' National Association |
| SMPTE        | Society of Motion Picture and Television Engineers |
| SPFA         | Spray Polyurethane Foam Alliance  
(Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) |
| SPIB         | Southern Pine Inspection Bureau (The) |
| SPI/SPFD     | Society of the Plastics Industry, Inc. (The)  
Spray Polyurethane Foam Division (See SPFA) |
| SPRI         | SPRI  
(Single Ply Roofing Institute) |
| SSINA        | Specialty Steel Industry of North America |
| SSPC         | SSPC: The Society for Protective Coatings |
| STI          | Steel Tank Institute |
| SWI          | Steel Window Institute |
| SWRI         | Sealant, Waterproofing, & Restoration Institute |
| TCA          | Tile Council of America, Inc. |
C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

BOCA BOCA International, Inc.

CABO Council of American Building Officials (See ICC)

IAPMO International Association of Plumbing and Mechanical Officials (The)

ICBO International Conference of Building Officials

ICBO ICBO Evaluation Service, Inc.
ES

ICC International Code Council, Inc.
(Formerly: CABO - Council of American Building Officials)

SBCCI Southern Building Code Congress International, Inc.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

CE Army Corps of Engineers
CPSC Consumer Product Safety Commission
DOC Department of Commerce
EPA Environmental Protection Agency
FAA Federal Aviation Administration
FDA Food and Drug Administration
GSA General Services Administration
HUD Department of Housing and Urban Development
LBL Lawrence Berkeley Laboratory (See LBNL)
LBNL Lawrence Berkeley National Laboratory
NCHRP National Cooperative Highway Research Program (See TRB)
NIST National Institute of Standards and Technology
OSHA Occupational Safety & Health Administration
PBS Public Building Service (See GSA)
RUS Rural Utilities Service (See USDA)
SD State Department
TRB Transportation Research Board
USDA Department of Agriculture
USPS Postal Service
E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

CAPUC  (See CPUC)

CBHF  State of California, Department of Consumer Affairs
       Bureau of Home Furnishings and Thermal Insulation

CPUC  California Public Utilities Commission

TFS  Texas Forest Service
     Forest Products Laboratory

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01420
SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

GENERAL

1.1 SUMMARY

A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. See Division 1 Section "Summary of Multiple Contracts" for division of responsibilities for temporary facilities and controls.

C. See Division 1 Section "Execution Requirements" for progress cleaning requirements.

D. See all Specification Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.

E. See Division 2 Section "Dewatering" for disposal of ground water at Project site.

1.2 DEFINITIONS

A. Permanent Enclosure: As determined by Engineer, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.3 USE CHARGES

A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Engineer, occupants of Project, testing agencies, and authorities having jurisdiction.

B. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
1.5 QUALITY ASSURANCE

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

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 MATERIALS

A. Pavement: Comply with Division 2 pavement Sections.


2.2 TEMPORARY FACILITIES

A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

1. Connect temporary sewers as directed by authorities having jurisdiction.

C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

D. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

1. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.

E. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

F. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.

G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

1. Install electric power service as indicated.
2. Connect temporary service to Owner's existing power source, as directed by Owner.

H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas as indicated on Drawings.

1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.

C. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas in same location as permanent roads and paved areas. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Division 2 Section "Earthwork."
3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Division 2 Section "Hot-Mix Asphalt Paving."

D. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

E. Parking: Use designated areas of Owner's existing parking areas for construction personnel, if applicable.

F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

G. Project Identification and Temporary Signs: Provide Project identification and other signs. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
1. Provide temporary, directional signs for construction personnel and visitors.
2. Maintain and touchup signs so they are legible at all times.

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

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

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

B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.

C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

E. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.

1. Extent of Fence: As indicated on Drawings.
2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Owner with two sets of keys.

F. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

H. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

I. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
1. Prohibit smoking in construction areas.
2. As required by FM Global, supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Closeout Procedures."

END OF SECTION 01500
SECTION 01600 - PRODUCT REQUIREMENTS

GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

B. See Division 1 Section "Closeout Procedures" for submitting warranties for Contract closeout.

C. See All Specification Sections for specific requirements for warranties on products and installations specified to be warranted.

1.2 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.

2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.

3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

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

1.3 SUBMITTALS

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

3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 10 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
   a. Form of Acceptance: Change Order.
   b. Use product specified if Engineer cannot make a decision on use of a proposed substitution within time allocated.

B. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Engineer will notify Contractor of approval or rejection of proposed comparable product request within 10 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

   a. Form of Approval: As specified in Division 1 Section "Submittal Procedures."

   b. Use product specified if Engineer cannot make a decision on use of a comparable product request within time allocated.

C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:

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

1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
3. Refer to All Specification Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Engineer will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Engineer's.


B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.

2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.

3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.

4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.

5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.

6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.

7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.

8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.

9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Engineer's sample. Engineer's decision will be final on whether a proposed product matches.

    a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.

10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.

    a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Engineer will select color,
pattern, density, or texture from manufacturer's product line that does not include premium items.

b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

A. Timing: Owner/Engineer will consider requests for substitution if received within 30 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Engineer.

B. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:

1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.

2. Requested substitution does not require extensive revisions to the Contract Documents.

3. Requested substitution is consistent with the Contract Documents and will produce indicated results.

4. Substitution request is fully documented and properly submitted.

5. Requested substitution will not adversely affect Contractor's Construction Schedule.

6. Requested substitution has received necessary approvals of authorities having jurisdiction.

7. Requested substitution is compatible with other portions of the Work.

8. Requested substitution has been coordinated with other portions of the Work.

9. Requested substitution provides specified warranty.

2.3 COMPARABLE PRODUCTS

A. Conditions: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require extensive revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.

2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance,
weight, size, durability, visual effect, and specific features and requirements indicated.

3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of engineers and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01600
SECTION 01700 - EXECUTION REQUIREMENTS

GENERAL

1.1 SUMMARY

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

2. Field engineering and surveying.
4. Progress cleaning.
5. Starting and adjusting.
6. Protection of installed construction.
7. Correction of the Work.

B. See Division 1 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.2 SUBMITTALS

A. Certificates: Submit certificate signed by a land surveyor licensed in the State of Washington certifying that location and elevation of improvements comply with requirements.

B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

C. Certified Surveys: Submit two copies signed by a land surveyor licensed in the State of Washington.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

1. Before construction, verify the location and points of connection of utility services.
B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Engineer. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.

B. General: Engage a land surveyor licensed in the State of Washington to lay out the Work using accepted surveying practices.
1. Establish benchmarks and control points as needed to locate each element of Project.
2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
3. Inform installers of lines and levels to which they must comply.
4. Check the location, level and plumb, of every major element as the Work progresses.
5. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.
6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility, slopes, and invert elevations.

D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer.

3.4 FIELD ENGINEERING

A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

3.5 INSTALLATION

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

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
   1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
   2. Allow for building movement, including thermal expansion and contraction.
   3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
   2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 75 deg F.
   3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

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

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."

   1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01700
SECTION 01731 - CUTTING AND PATCHING

GENERAL

1.1 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. See Divisions 2 through 17 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

C. See Division 7 Section "Through-Penetration Firestop Systems" for patching fire-rated construction.

1.2 SUBMITTALS

A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:

1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
3. Products: List products to be used and firms or entities that will perform the Work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
7. Engineer's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.3 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.4 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

   1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

   1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
   2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.
B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

   1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
   2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
   3. Concrete or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
   4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
   5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
   6. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

   1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
   2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01731
SECTION 01732 - SELECTIVE DEMOLITION

GENERAL

1.1 SUMMARY

A. This Section includes the following:
   1. Demolition and removal of selected portions of building or structure.
   2. Demolition and removal of selected site elements.
   3. Salvage of existing items to be reused or recycled.

B. See Division 1 Section "Construction Waste Management" for disposal of demolished materials.

C. See Division 2 Section "Site Clearing" for site clearing and removal of above- and below-grade improvements.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.

C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.

D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 SUBMITTALS

A. Schedule of Selective Demolition Activities: Indicate detailed sequence of selective demolition and removal work, with starting and ending dates for each activity, interruption of utility services, use of elevator and stairs, and locations of temporary partitions and means of egress.

B. Pre-demolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Comply with Division 1 Section "Photographic Documentation." Submit before Work begins.

C. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

   1. Comply with submittal requirements in Division 1 Section "Construction Waste Management."
1.4 QUALITY ASSURANCE

A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Standards: Comply with ANSI A10.6 and NFPA 241.

D. Predemolition Conference: Conduct conference at Project site.

1.5 PROJECT CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

B. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
   1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner.

D. Storage or sale of removed items or materials on-site is not permitted.

E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
   1. Maintain fire-protection facilities in service during selective demolition operations.

1.6 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped.
B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
   1. Comply with requirements specified in Division 1 Section "Photographic Documentation."

E. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.

B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
   1. Arrange to shut off indicated utilities with utility companies.
   2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
   1. Comply with requirements for access and protection specified in Division 1 Section "Temporary Facilities and Controls."

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
3.4 SELECTIVE DEMOLITION

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
5. Dispose of demolished items and materials promptly. Comply with requirements in Division 1 Section "Construction Waste Management."

B. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
1. Comply with requirements specified in Division 1 Section "Construction Waste Management."

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 01732
SECTION 01770 - CLOSEOUT PROCEDURES

GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Inspection procedures.
   2. Warranties.
   3. Final cleaning.

B. See Division 1 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.

C. See Division 1 Section "Photographic Documentation" for submitting Final Completion construction photographs and negatives.

D. See Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

E. See Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

F. See Division 1 Section "Demonstration and Training" for requirements for instructing Owner's personnel.

G. See All Specification Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.2 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
   1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
   2. Advise Owner of pending insurance changeover requirements.
   3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
   4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
   5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
   6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
8. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

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

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

1.3 FINAL COMPLETION

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

1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

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

1. Reinspection: Request reinspepection when the Work identified in previous inspections as incomplete is completed or corrected.
1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

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

1. Organize list of spaces in sequential order.
2. Organize items applying to each space by major element, including categories.

1.5 WARRANTIES

A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper. Submit three copies of binders.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
B. Cleaning: Employ professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

   a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
   d. Remove tools, construction equipment, machinery, and surplus material from Project site.
   e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
   f. Remove labels that are not permanent.
   g. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

      1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
   h. Leave Project clean and ready for occupancy.

C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01770
SECTION 01781 - PROJECT RECORD DOCUMENTS

GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. See Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

C. See Divisions 2 through 17 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set(s) of marked-up Record Prints.
2. Number of Copies: Submit copies of Record Drawings as follows:

   a. Initial Submittal: Submit one set(s) of corrected Record Transparencies, CAD Drawings and one set(s) of marked-up Record Prints. Engineer will initial and date each transparency or plot and mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Engineer will return transparencies or plots and prints for organizing into sets, printing, binding, and final submittal.

   b. Final Submittal: Submit one set(s) of marked-up Record Prints, and the following:

      1) Record Transparencies: One set(s).
      2) Record CAD Drawing Files and Plots: One set(s).
      3) Copies printed from Record Transparencies: Three. Print each Drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit one of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit one of each Product Data submittal.
PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

   a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
   b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.

3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Transparencies: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Engineer. When authorized, prepare a full set of corrected transparencies of the Contract Drawings and Shop Drawings.

1. Incorporate changes and additional information previously marked on Record Prints. Erase, redraw, and add details and notations where applicable.

2. Refer instances of uncertainty to Engineer for resolution.

3. Owner will furnish Contractor one set of transparencies of the Contract Drawings for use in recording information.

4. Print the Contract Drawings and Shop Drawings for use as Record Transparencies. Engineer will make the Contract Drawings available to Contractor's print shop.

C. Record CAD Drawings: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Engineer. When authorized, prepare a full set of corrected CAD Drawings of the Contract Drawings, as follows:

1. Format: Same CAD program, version, and operating system as the original Contract Drawings.

2. Incorporate changes and additional information previously marked on Record Prints. Delete, redraw, and add details and notations where applicable.

3. Refer instances of uncertainty to Engineer for resolution.

4. Engineer will furnish Contractor one set of CAD Drawings of the Contract Drawings for use in recording information.
a. Engineer makes no representations as to the accuracy or completeness of CAD Drawings as they relate to the Contract Drawings.

D. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
4. Identification: As follows:
   a. Project name.
   b. Date.
   c. Designation "PROJECT RECORD DRAWINGS."
   d. Name of Engineer.
   e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.

END OF SECTION 017
PART 1 - GENERAL

1.1 SUMMARY

A. Work includes, but is not limited to:
   1. Temporary Erosion and Sediment Control (TESC) measures, which are shown on the Contract Documents, proposed by the Contractor and approved by Pierce County, or ordered by other public Authority Having Jurisdiction (AHJ) during the life of the Contract. This Work is intended to prevent, control and provide abatement for water pollution and erosion resulting from the Project site construction and to minimize damage to the Work, adjacent property, and to other bodies of water in accordance with County and other applicable standards.
   2. Preparation of and approval by AHJ Construction Stormwater Pollution Prevention Plan (SWPPP). The SWPPP shall include overall TESC management and coordination of construction access and specific TESC installation and maintenance.
   3. Submittal of wet weather permit, dewatering permits and other permits related to Contractor operations shall also be included.
   4. Siting and protection of stockpiles.
   5. Protection of public and private drainage systems.
   6. Protection of existing natural and constructed drainage systems at all times.
   7. Testing, monitoring and reporting of discharge per AHJ permit requirements, at designated points or otherwise approved by AHJ.

B. It shall be the Contractor’s responsibility to modify the TESC plan(s) as necessary to meet the Contractor’s anticipated construction sequencing and means and methods for the Work. Modifications to the TESC Plans and specifications need to be adequately described in the Contractor’s SWPPP and submitted to AHJ for approval.

1.2 REFERENCES

A. Reference the following standards:

   AHJ          Authority Having Jurisdiction. For this project the AHJ includes permitting agencies including but not limited to Pierce County, Ecology.

   WSDOT       Washington Department of Transportation 2016 Standard Specifications and Standard Plans for Road, Bridge, and Municipal Construction


1.3 SUBMITTALS

A. Submit the following documents in accordance with Division 01 of the Specifications.

01 57 13 - 1 DECEMBER 8, 2017
1. Prepare, provide and submit to AHJ for approval a Construction Stormwater Pollution and Prevention Plan (SWPPP) signed by the Contractor describing TESC controls, locations, phasing, implementation schedule, contingency measures, inspection procedures, maintenance, monitoring, recordkeeping forms, and similar information, sequencing approach to TESC removal and similar information to fully describe the TESC plan. The SWPPP shall include information as documented in Volume II of the Pierce County Manual.

2. Provide product data on TESC materials to be utilized.

3. At end of each working day, complete reports for water quality monitoring and TESC inspection.
   a. Reports shall be kept on site together (in sequential order in a binder(s)).
   b. Where TESC daily reports are kept on-site, include copies of the AHJ permits and AHJ approved SWPPP, with reports. Reports and permits shall be made available to Owner, Owner’s Representative and AHJ Inspectors at all times.

B. Permits

1. Obtain the permits, pay fees and schedule inspections by County as needed for work in this Section.
2. Submit copy of approved permits obtained.

C. Certified Erosion and Sediment Control Lead

1. The Certified Erosion and Sediment Control Lead (CESCL) shall be responsible for implementing and maintaining effective TESC to prevent violations of AHJ permits. The designated lead shall be:
   b. Identified by the designee’s certification in the Construction SWPPP submittal.
   c. Experienced with a minimum of three projects of similar nature listed on the resume identifying project name and location, year constructed, owner, contact name and phone number.

2. The CESCL Back-up shall be responsible for implementing and maintaining effective TESC to prevent violations of the AHJ Permits. The backup shall have:
   b. Identified by the designee’s certification in the Construction SWPPP Plan submittal.
   c. Experienced with a minimum of one project of similar nature listed on the resume identifying project name and location, owner, contact name and phone number.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Washed Gravel shall be WSDOT 9-03.12(5).

B. Inlet/Catch Basin Protection shall be in accordance with WSDOT Section8-01.3(9)D for Below Inlet Grate such as Ultra DrainGuard®, Stream Guard® Sediment Catch Basin
inserts, or an approved equivalent product. Insert shall be appropriately sized for the structure in which it is installed.

C. Straw bales shall be sun-dried and bundled with 12-gauge galvanized wire.

D. Hydroseeding Materials see Section 32 92 19 - Seeding.

E. Plastic Covering: conform to WSDOT Section 9-14.5(3).


G. Additional Erosion Control Measures: Provide in accordance with AHJ and/or Ecology 2012, whichever is more stringent.

H. Straw mulch: Must be free of vegetation and seed that could establish upon placement of the mulch and conform to WSDOT Section 9-14.4 (1).

I. Clearing limits fencing: orange plastic safety construction fencing.

PART 3 - EXECUTION

3.1 GENERAL

A. The Contractor shall designate a CESCL and CESCL back-up to be responsible for implementing and maintaining effective TESC to prevent violations of the permits. The designated lead shall:

1. Be certified as indicated in Part 1.
2. Attend the AHJ Preconstruction Meeting(s).
3. Inspect the TESC measures daily and after storm events and keep a daily TESC site inspection log of the TESC measures on site. The log shall be made available at all times to AHJ Inspector, Owner’s Representative, and/or Owner.

B. Arrange for a AHJ inspection of the TESC facilities after initial installation and prior to starting any demolition, clearing, stripping, grading and/or utility operations. Obtain approval of the first installation of TESC facilities from the AHJ Inspector.

C. Install clearing limits fence for Owner’s Representative and AHJ Inspector's review and approval. Do not begin clearing until approval has been obtained.

D. Perform TESC measures in accordance with the requirements of this Section, the AHJ permits and requirements by other AHJ.

3.2 INSTALLATION, COORDINATION AND MAINTENANCE
A. Coordinate, install and maintain the TESC measures in accordance with the Contractor prepared AHJ Approved Construction SWPPP, Manufacturer's specifications and recommendations, AHJ, and Washington State Department of Ecology 2012 whichever is more stringent.

1. Coordinate and upgrade, revise or add additional TESC measures as needed to achieve compliance with the permits and prevent sediment transport to surface waters, drainage systems, and adjacent properties.
   a. The TESC measures shown on the Contract Documents are shown for AHJ permitting purposes only. The contractor is solely responsible for all means and methods and sequencing of TESC measures.
   b. Install and sequence TESC measures as appropriate for the Contractor’s actual construction activities and phasing.
   c. Install, maintain and upgrade TESC measures to conform with AHJ and Owner requirements at no additional cost to the Owner.

2. Coordinate and maintain TESC measures so that they function properly.
   a. Inspect daily and record inspection results.
   b. Promptly clean, repair, secure, replace or take other steps as necessary to keep TESC measures properly functioning. Clean accumulated sediment away from filter fabric fences, inlet protection or other sediment traps.
   c. Monitor water quality to verify compliance with the AHJ permits.
      1) Report violations of the permits immediately to the Owner’s Representative.
      2) Immediately implement contingencies described within the AHJ approved SWPPP and install additional measures to correct violations and achieve compliance with the permits.
      3) Pay fines resulting from violations of the permits at no additional cost to the Owner.

3. Cover exposed stockpiles if exposed for more than 24 hours or when rain and/or severe wind are forecasted.
   a. Cover temporary and long term stockpiles with plastic overlapping by not less than two feet. Anchor the plastic to maintain cover in place and adjust as required to maintain full cover after wind or other event.

4. Coordinate and install wattles per Manufacturer's recommendations.

B. Contractor shall be responsible for controlling ingress and egress points appropriate for approved access to the project work area and prevent tracking of mud and debris onto public roadways and newly paved areas.

C. Use phased demolition, clearing, grubbing and stripping to minimize disturbance of soil and erosion potential.
TEMPORARY EROSION AND SEDIMENT CONTROL

D. Clean catch basins, inlets and area drains in and adjacent to identified work area(s) prior to proceeding with Work in that area. Mud and sediment build-up shall be removed and the cleaning operation shall not flush sediment-laden water and sediment into natural or constructed systems, including but not limited to porous pavement, catch basins, and other inlets and drains. Provide catch basin protection for existing drainage infrastructure in and adjacent to work area. Provide catch basin protection for catch basins, inlets and area drains following installation, until site paving and landscaping are completed and the site is stabilized and established.

E. Keep existing and new drainage systems properly functioning at all times, in accordance with the approved Construction SWPPP, including but not limited to:
   1. Clean catch basins and conveyance systems prior to beginning Work.
   2. Do not allow sediment-laden stormwater to enter onsite catch basins prior to treatment.
   3. Do not allow more than six inches of sediment to accumulate within catch basins, temporary ditches, gutters or other on-site structures. Do not allow sediment to discharge or filter into permanent storm drainage facilities such as porous pavement and natural drainage systems.
   4. Inlet and catch basin protection devices shall be cleaned or removed and replaced when sediment has filled one-third of the available storage (unless a different standard is specified by the product manufacturer).
   5. Do not allow sediment build-up within offsite catch basins, gutters and other drainage features.
   6. Install and regularly clean catch basin inserts in all inlets and catch basins in accordance with AHJ requirements.
   7. Install wattles as noted on Plans, Construction SWPPP and as dictated by Contractor’s means and methods. Maintain and remove accumulated sediment build-up behind silt fence and wattles or other TESC controls.

F. Do not allow sediment or other debris to accumulate offsite on adjoining public or private property. Clean up such accumulations immediately at no additional cost to the Owner.

G. Install Erosion Control Blankets in accordance with manufacturer recommendations and WSDOT Section 8-01.3(3).

H. Fencing within the limit of any tree canopy crown drip line shall be installed with minimal disturbance to the existing ground.

3.3 SPILL PREVENTION CONTROL AND COUNTERMEASURES PLAN

A. General:
   1. Locate storage areas for toxic or hazardous materials in such a manner that spilled materials will not enter the storm drainage system.
   2. Provide secondary containment around those areas designated for toxics or hazardous materials to prevent spills from entering storm drainage systems.
   3. Locate vehicle parking areas so that spilled fuel or oil will not enter the storm drainage system.
   4. Locate decontamination and toxic and hazardous waste storage areas in such a manner that spilled materials will not enter the storm drainage system.
B. Protect storm drain inlets, swales, drain curb cuts and other entry points to storm drain system with materials or devices such that spills do not enter the storm drainage system.

C. Spill Clean-Up:
   1. Notify Owner’s Representative immediately if toxic or hazardous materials are spilled.
   2. Notify the Washington State Department of Ecology and AHJ Inspector immediately following a spill of a toxic or hazardous material.
   3. Clean up spills promptly and completely, and in accordance with AHJ requirements.
   4. Report as required to AHJ.

3.4 WET SEASON GRADING

A. See AHJ requirements and the notes on the drawings for special requirements associated with grading operations between October 1 and April 1. Contractor shall be responsible for documentation and process necessary to obtain a permit with specific requirements due to Contractor’s means, methods and operations.

3.5 TESC REMOVAL AND CLEANUP

A. Upon completion of improvements and when areas upstream are stabilized from erosion and approval is obtained from the Owner’s Representative and AHJ Inspector, remove TESC measures. Identify in writing if removal operations deviate from the approved Construction SWPPP.

   1. At areas with excavations for TESC measures, such as filter fabric fence, remove and properly dispose of offsite. Backfill with Structural Fill and compact in accordance with Section 31 00 00 - Earthwork and complete improvements.
   2. Inlet and catch basin protection measures shall be removed within five (5) business days after final site stabilization is achieved as determined by AHJ Inspector, or after it is no longer needed, whichever is longer in accordance with AHJ requirements. If inserts for catch basins and inlets are removed during times of flooding, the contractor is responsible for re-installing them.

B. Install restoration measures and implement measures for establishment of grass and plantings upon removal and backfilling filter fabric fence and other TESC measures. These measures shall include providing temporary BMP’s as appropriate at the site edges such as compost sock, triangle dike or silt fencing.

3.6 MEASUREMENT AND PAYMENT

A. Measurement: Temporary Erosion and Sediment Control shall be measured on a lump sum basis.

B. Payment: The lump sum price for Temporary Erosion and Sediment Control shall include full compensation for all materials, labor, tools, traffic control, and equipment required to furnish, install, and maintain temporary erosion control measures. The price shall include required monitoring, testing, and appropriate personnel to conduct monitoring and testing. The price shall also include the complete cost to remove and clean up all temporary erosion and sediment control items prior to Final Acceptance.
PART 1 - GENERAL

1.1 SUMMARY
A. Section includes, but is not limited to:
   1. Site grading, excavation, trenching, embankment, fill and backfill material and placement, and stabilization of areas.
   2. Importing required materials.
   3. Removing and disposing materials from the site that are not approved for use, or are in excess of that required.
   4. Moisture conditioning.
   5. Stockpiling and protection of materials.
   6. Coordination of utility Earthwork operations with the site Earthwork operation and other Work of the Project.
   7. Soil amendment.
   8. Restoration of areas disturbed by construction.

1.2 REFERENCES
A. Reference the following standards:

   AHJ Authority Having Jurisdiction. For this project the AHJ includes permitting agencies including but not limited to Pierce County, Washington State Department of Ecology.


   WSDOT Washington Department of Transportation 2016 Standard Specifications and Standard Plans for Road, Bridge, and Municipal Construction

   WISHA Washington Industrial Safety and Health Act. Revised Code of Washington (RCW) Chapter 49.17

   WAC 296-155 Washington Administrative Code (WAC) 296-155 Standards for Construction Work


1.3 SUBMITTALS
A. Submit the following documents in accordance with submittal procedures noted in Division 01:
   1. Gradation and moisture-density relation test results for each type of fill and backfill material at least 10 working days prior to their delivery at the site. Test results shall demonstrate that materials meet the criteria defined in Part 2 of this Section.
   2. Samples of materials proposed for use as fill or backfill and the source location of each material.
   3. Field compaction test results to the Inspector at the end of each day.

1.4 NOTIFICATIONS
A. Notify the Inspector five working days in advance of delivering fill and/or backfill materials to the site.
1.5 QUALITY ASSURANCE

A. Testing:

1. Contractor shall provide their own testing service to confirm compliance with Specifications and provide measures for confirming Quality Control.

2. The Owner may take samples and perform moisture content, gradation, compaction and density tests during placement of backfill materials to check compliance with these Specifications. Contractor shall coordinate with Inspector on schedule of Work and timing of testing.

3. The Contractor shall remove surface material at locations designated by the Owner and provide such assistance as necessary for sampling and testing.

4. The Owner may direct the Contractor to construct inspection trenches in compacted or consolidated backfill to determine that the Contractor has complied with these Specifications.

5. Testing by the Owner does not relieve the Contractor of responsibility to determine, to Contractor’s own satisfaction, when and if Contractor’s Work meets the Specification.

6. Tests may be made by the Owner’s Representative for the following items:
   a. Moisture content: ASTM D 2216
   b. Gradation: ASTM D422 and ASTM C136
   c. Density in-place and moisture content: ASTM D2922 and ASTM D3017
   d. Moisture-density relationships: ASTM D1557, every 2,000 cy, or when material changes, whichever occurs first.

7. The minimum amount of testing to be performed and submitted by the Contractor, unless determined otherwise by the Owner, shall be as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Frequency of Tests</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utility Trenches</td>
<td>One density test per 200 cubic yards of backfill, OR one test for each lift of backfill for each 200 hundred lineal feet of utility trench, which ever results in the greater number of tests.</td>
</tr>
<tr>
<td>Backfilling and Paved Areas</td>
<td>One density test in every three hundred cubic yards of fill or backfill, OR one test for each lift of compacted fill over 1,000 square feet of compacted fill or backfill surface, which ever results in the greater number of tests.</td>
</tr>
</tbody>
</table>

Compaction tests are required to be performed the same day that the compaction effort is performed regardless of the volume or area of material.

This minimum amount of testing does not relieve the Contractor of responsibility to determine, to Contractor’s own satisfaction, when and if Contractor’s Work meets the Specifications.

8. The frequency of tests shown above shall govern the actual quantity of tests. Any re-testing that is required due to failure of initial test to show compliance with these Contract Documents shall be provided and paid for at the Contractor’s sole expense.

9. Contractor shall submit reports (three copies) conducted by an independent firm to the Inspector indicating observations and results of the tests, and indicating compliance or non-compliance with Contract Documents.

10. Coordinate testing requirements and scheduling with the Inspector, and assist independent testing firm during field testing and sampling at no additional cost to Owner.
1.6 DIMENSIONS AND LAYOUTS

A. Contractor shall provide all dimensioning and layout required for construction.

B. Furnish, set and mark line and location stakes, including offsets and general construction staking. There shall be onsite at all times when Work requiring control is being performed, necessary equipment, supplies and instruments related thereto. A qualified layout engineer, professional Washington State licensed Land Surveyor, or technical specialist must be assigned to the Contractor’s crew for this Work. This equipment and personnel must be available, at no additional cost to the Owner, for the purpose of verifying layout and certifying the accuracy of Work on the site.

C. Preserve benchmarks and stakes, and replace any that are displaced or missing.

D. Review all utility purveyor, Owner and State records relative to the existing underground utilities. Avoid damage to these facilities and restore utilities at no cost to Owner.

E. Notify Inspector immediately if underground utilities not shown on Plans or Record Documents are encountered.

F. Verify existing location and elevation at connection points of existing utility structures (including pipes) prior to construction of new system. If discrepancies are found, notify Inspector.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Structural Fill:

1. Imported Structural Fill shall conform to WSDOT Section 9-03.14(1) - Gravel Borrow.

2. Common Fill used as Structural Fill shall be native on site material conform to Common Fill designated in this Section, the grading requirements in WSDOT Section 9.03.14(1) for Gravel Borrow and shall be approved for use by the Owner.

B. Crushed Surfacing:

1. Crushed Surfacing Base Course shall conform to WSDOT Section 9-03.9(3).

2. Crushed Surfacing Top Course shall conform to WSDOT Section 9-03.9(3).

C. Common Fill shall consist of granular and non-granular soil and/or aggregate that is free of deleterious material and does not contain wood, plastic, organic waste, clay, frozen lumps concrete, asphalt or any other deleterious, extraneous or objectionable material. Material shall have a maximum particle size of two inches. Material shall not contain more than 3 percent organic material by weight. On site soils may be suitable for use as Common Fill depending upon weather conditions and moisture conditioning (either drying or wetting) may be required to achieve proper moisture content of compaction. The Owner does not warrant that any of the on-site material can be used as Common Fill. The material shall be capable of being compacted as specified under the weather conditions prevailing at the time of construction. The material shall be within +/- two percent of the optimum moisture as determined by ASTM D1557 test method (modified proctor) prior to compaction. If common fill material is imported then it shall meet the requirements for borrow in accordance with WSDOT Section 9-03.14(3), Option 1. Confirm with Pierce County Geotechnical Inspector.

1. Fill in non-paved areas shall conform to common fill.
D. Pipe Zone Bedding shall conform to:
   1. WSDOT Section 9-03.12(3).

E. Pipe Zone Backfill shall conform to:
   1. Trench Backfill shall conform to WSDOT Section 9-03.19.
   2. Initial backfill for over excavated trenches in wet conditions shall conform to Ballast in accordance with WSDOT Section 9-03.9(1) or Permeable Ballast in accordance with WSDOT Section 9-03.9(2).

F. Conductive Warning Tape: Shall be manufacturer’s standard, permanent, brightly colored, continuous printed plastic tape with aluminum backing; intended for burial in pipe backfill; and not less than six inches wide and four mils thick. Tape schedule shall be:

<table>
<thead>
<tr>
<th>Pipe Type</th>
<th>Color</th>
<th>Wording</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storm Drain</td>
<td>Green</td>
<td>Caution Storm Drain</td>
</tr>
</tbody>
</table>

G. Filter Fabric or Geotextile fabric shall conform to Mirafi 140N or an approved equivalent product.

H. Backfill for demolished items, e.g. fence post foundations, shall be Structural Fill.

PART 3 - EXECUTION

3.1 GENERAL

A. Protect existing trees to be saved from damage during construction in accordance with Section 01 57 13 – Temporary Erosion and Sediment Control.

B. Protect existing structures, areas, utilities and other facilities from damage during construction in accordance with Section 31 10 00 - Site Preparation, including, but not limited to:
   1. Verify the presence and locations of existing underground utilities.
   2. Notify the Inspector immediately if underground utilities not shown on the Contract Documents are encountered.
   3. Repair structures, areas, utilities and other facilities damaged by construction activities to restore them to the condition existing prior to construction as directed by the Inspector and at no additional cost to the Owner.
   4. Trees to remain.

C. Furnish, set and mark all alignments, line and location stakes, including offsets and other construction staking.
   1. Assign a licensed surveyor to complete this work and certify the accuracy of work.
   2. Have necessary equipment, supplies and instruments onsite at all times when work requiring control is being performed.

D. Sprinkle water as necessary to control dust during dry weather conditions. Do not use water to the extent that could cause flooding, contaminated runoff, excessive moisture content of soil to be reused, or have other adverse effects.
3.2 EXCAVATION

A. Excavate to the lines and grades and at the locations shown on the drawings, including trenches for piping.
   1. Conform to elevations and dimensions shown within a tolerance of 0.10-foot.
   2. Properly prepare subgrade by removing unstable, soft, weak, or loose debris, clods, and other deleterious materials from excavations to expose firm soil. Replace with compacted Structural Fill unless otherwise specified by the Inspector.
   3. Slope and/or shore the sides of excavations and trenches to comply with WISHA, WAC 296-155 and local codes and ordinances having jurisdiction. Maintain sides and slopes of excavations in a safe manner until backfilling is complete.

B. Trench Subgrade Preparation:
   1. Grade and smooth bottoms of trenches to provide uniform bearing and support of pipe.
   2. Remove rocks and other materials that could cause point loads on the pipes.
   3. Form bell holes and depressions sized only as needed to fit the particular type of pipe joint.

C. Catch basins, and similar embedded structures:
   1. Excavate a minimum 12 inches between excavation walls and sides of structures and, if prefabricated, four inches below the base of structures to allow for leveling.
   2. Remove unsuitable material as described in this Section.
   3. Backfill overexcavations in the subgrade with compacted Structural Fill.

D. Dewater as necessary to keep excavations and construction areas in a dry condition. Promptly remove water to prevent softening or disturbance of subgrade surfaces.

E. Where final excavation grades are disturbed by construction activities, overexcavate disturbed material and backfill to grade using compacted Structural Fill at no additional cost to the Owner.

F. Remove and properly dispose of excess excavated material and debris offsite at no additional cost to Owner.

G. Backfill excavations as promptly as construction work allows and after the Owner’s Geotechnical Engineer Representative has viewed the prepared subgrade surfaces.

3.3 FILL AND BACKFILL PLACEMENT

A. General:
   1. Lightly scarify properly prepared subgrade surfaces that will receive backfill or fill, except for trenches. Moisture-condition the scarified soil to obtain soil moisture near optimum moisture content.
   2. Do not place backfill or fill material on surfaces that are soft, muddy, frozen, or containing frost, ice or loose debris or soil.
   3. Place backfill and fill in controlled layers of the thickness that is compatible with the type of compaction equipment used.
      a. The loose thickness of each fill or backfill layer shall not exceed 12 inches.
      b. Compact each layer to the minimum relative compaction as listed in this Section.
c. When placing fill on sloped surfaces, notch fill lifts into subgrade and work thoroughly to destroy interfaces that may otherwise develop.

B. Pipe Zone Bedding:
1. Place and compact pipe bedding in accordance with WSDOT and AHJ to provide uniform support along the entire pipe barrel, without load concentrations at joint collars or bells. Do not use blocking to adjust the pipe to grade except when the pipe is embedded in concrete.
2. Form bell holes and depressions in the bedding only as needed to provide uniform support along the pipe barrel.
3. Take special care to provide uniform and adequate bedding support at pipe connections and adjacent to manholes or other structures to avoid inducing stresses that could damage the pipe or adjacent manhole or other structure.
4. Recompact, or replace and recompact if necessary, bedding that is disturbed or contaminated by removal of temporary shoring, trench boxes or other construction activity at no additional cost to the Owner.

C. Pipe Zone Backfill:
1. Backfill pipe trenches as soon as possible after pipe installation.
   a. Place and compact pipe backfill in accordance with WSDOT Section 7 for the specific type of pipe and conditions.
2. Protect the pipe from damage or shifting alignment during backfill placement.
   a. Do not backfill near catch basins or similar structures until mortar has thoroughly hardened.
   b. Carefully place backfill over the pipe to a depth of two feet above the pipe crown (or to a depth agreeable to the AHJ) before beginning compaction.
   c. Subsequent lifts shall not exceed 12 inches loose thickness (or to a depth agreeable to the AHJ). Each lift shall be compacted with mechanical equipment.
   d. Do not walk on the pipe until the backfill has reached a uniform depth of one-foot above the crown of the pipe.
   e. Pipe damaged during backfill placement shall be replaced at no additional cost to the Owner.
3. Place backfill to achieve the minimum cover thicknesses specified for the type of pipe and conditions in accordance with AHJ.
4. Place conductive warning tape continuously along the alignment of the pipe crown at a depth no less than two feet above the pipe and embedded in backfill at least one-foot below finished grade. For pipe alignment conditions that do not meet these depths, the conductive warning tape shall be placed along the pipe crown.

D. Fill in Areas Under Tree Canopy Crown Drip Lines:
1. Do not use heavy equipment under tree canopy crown drip lines. Hand compact unless approved in writing by Inspector or Owner’s Arborist.
2. Place material from equipment that is staged outside of the tree canopy drip line.
3. Rake to grade fill zones in lifts.
E. Moisture Conditioning

1. Shall be performed for fill and backfill materials as needed to meet the compaction requirements specified in this Section. Moisture conditioning includes drying and wetting of fill and backfill materials as needed, and it shall be performed at no additional cost to the Owner.

2. Chemical soil amending such as soil cements, fly ash, lime, etc. shall not be used to adjust moisture condition.

3. Apply water uniformly to soil where subgrade or fill material is moisture conditioned before compaction. Prevent free water from appearing on surface during or subsequent to compaction operations.

4. Remove, replace, scarify or air dry soil material too wet to permit compaction to specified density.

5. Removed soil material that is too wet for compaction may be temporarily stockpiled until removed from site, or spread to allow for drying. However, if material cannot be adequately moisture conditioned, the Contractor shall be responsible for removing material from site at no additional cost to Owner.

F. Compaction:

1. Compact fill and backfill using compaction equipment that can achieve the specified compaction criteria and that is appropriate to the soil type being compacted.
   a. Water settling or jetting is not permitted as a means of compaction.
   b. Around foundation and subgrade drains, compact backfill to a non-yielding condition without damaging the filter fabric or pipe. Repair damaged filter fabric or pipe at no additional cost to the Owner.
   c. Hand compact in CRZ of trees or as approved by the Owner’s Arborist.
   d. Within five feet of retaining walls or foundations, use hand-operated equipment to avoid overstressing the walls. Repair or replace walls damaged by improper compaction or other construction activities at no cost to the Owner and as directed by the Owner’s Geotechnical Engineer Representative.

2. Compact fill and backfill to a dense and unyielding condition and to the following minimum relative compaction based on the percentage of maximum dry density as determined in accordance with ASTM D 1557, unless otherwise specified.

<table>
<thead>
<tr>
<th>Locations</th>
<th>Relative Compaction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pipe bedding</td>
<td>95%</td>
</tr>
<tr>
<td>Pipe backfill (non-vehicle areas)</td>
<td>90%</td>
</tr>
<tr>
<td>Pipe backfill (in vehicle and/or paved areas)</td>
<td>95%</td>
</tr>
<tr>
<td>Under vehicle areas</td>
<td>95%</td>
</tr>
<tr>
<td>Under walks</td>
<td>92%</td>
</tr>
</tbody>
</table>

3.4 SOIL STOCKPILES

A. Maintain separate stockpiles for various soil materials. Label each stockpile with weatherproof sign as to material type.

B. Shape and arrange soil stockpiles to promote drainage with a maximum 3:1 slope.

C. Use TESC measures to filter sediment from stormwater runoff from stockpiles and implement flow diversion and energy dissipation measures to safely direct water downstream to TESC treatment system. Runoff from stockpiles shall under no circumstances sheet-flow or direct-flow to existing trees to remain, to adjacent offsite properties, and to new and existing facilities to remain.
D. Cover temporary stockpiles in accordance with Section 01 57 13 – Temporary Erosion and Sediment Control. Material that becomes unsuitable due to lack of protection measures being installed by Contractor shall be hauled and legally disposed of offsite and replaced with suitable material at no additional expense to the Owner.

E. Unsuitable material stockpiles shall be removed, hauled and properly disposed of offsite at no additional cost to the owner.

F. See Section 32 91 13 for topsoil specifications.

3.5 GRADING

A. Shape surface of site to match contours, grades, spot elevations, profiles and slopes shown on the Contract Documents to a tolerance of 0.05-foot plus or minus over a 10-foot horizontal distance and to maintain positive drainage.

1. Should indicated figures conflict with actual conditions, notify Inspector and obtain direction before proceeding with grading of affected area.

2. In landscaped areas, leave final surfaces rough or scarified to the depth required for topsoil placement. Coordinate with Section 32 91 13 for depth of topsoil and soil preparation requirements.

3. Remove all concrete, rocks, rubble and debris larger than four inches from finished surfaces.

4. Finish grades flush with adjacent surfaces unless otherwise specified.
   a. Adjust finished grades as necessary to provide depth for soil amendments and other components of landscaping.
   b. Construct finish grades adjacent to sidewalks to be per Section 32 91 13.
   c. Grade transition areas to provide a smooth surface free of discontinuities.

5. Do not allow grades to exceed maximum slopes in ADA accessible routes and areas.

B. Protect finished surfaces.

1. Where finished surfaces are disturbed (e.g. loosened soil, ruts, holes, etc.) by construction activities, over-excavate disturbed material and backfill to final grade at no additional cost to the Owner.
   a. Over excavate to the depth and extent as directed by Inspector.
   b. Backfill with Structural Fill or other material as directed by the Inspector, and in lift thickness and to the compaction criteria established by the Inspector.

2. Repair areas showing settlement at no cost to Owner.

3. Repair areas with any obstructions to positive drainage.

3.6 WET WEATHER PROVISIONS

A. Schedule earthwork operations to minimize the potential for erosion, siltation, and disturbance of site soils.

B. Perform earthwork operations in discrete areas to minimize the exposure of disturbed soils to wet weather.

C. Protect exposed subgrade for utility trenches, structures and paving.

1. Compact exposed soil to reduce the infiltration of rainwater.
2. Implement measures to protect suitable exposed road, paving and structure subgrade from wet and/or rainy weather. If exposed subgrade is left unprotected to wet and/or rainy weather and becomes unsuitable as determined by Inspector, unsuitable material shall be over-excavated and properly hauled and disposed of offsite and replaced with Structural Fill at no additional expense to the Owner.

D. Direct surface water away from fill areas, protected trees, structure, trench excavations, buildings, excavations, adjacent properties and public right-of-way.

E. Protect and cover soil stockpiles with plastic or other measures to prevent infiltration and erosion.

F. Dewater as needed to keep excavations and construction areas free of water.

G. Replace or rework soil that has not been protected in accordance with the requirements of these Contract Documents; and remove and replace, as specified in this Section, soil that becomes too wet for compaction, as directed by the Inspector and at no additional cost to the Owner.

3.7 SOIL AMENDMENT
A. See Contract Documents for soil amendment notes.

3.8 DISPOSAL OF EARTH MATERIALS
A. Remove all excavated material not acceptable for use as fill onsite. Legally dispose of excess material offsite at Contractor's expense.

3.9 RESTORATION OF AREAS DISTURBED BY CONSTRUCTION
A. All areas outside the limits of new construction (including top/toe of slope, edge of new cement concrete, and edge of new asphalt) shall be restored as nearly as practical to their original condition. Finished lawn areas upon which construction materials have been deposited shall be cleaned to the level of the existing sod and then raked and watered. Areas where sod has been damaged, destroyed, or ruts have been filled in shall be raked level and seeded.

3.10 MEASUREMENT AND PAYMENT
A. Measurement: Grading shall be measured on a cubic yard basis. Crushed surfacing base course shall be measured on a cubic yard basis. Crushed surfacing top course shall be measured on a cubic yard basis. Soil amendment shall be measured on a square foot basis. Restoration of areas disturbed by construction shall be measured on a square foot basis.

B. Payment: The cubic yard price for Grading shall include full compensation for all materials, labor, tools, traffic control, testing, and equipment required for cut/fill grading of the project per the Contract Documents and project specifications. The cubic yard price for crushed surfacing base course shall include full compensation for all materials, labor, tools, traffic control, testing, and equipment required for installing crushed surfacing base course per Contract Documents and project specifications. The cubic yard price for crushed surfacing top course shall include full compensation for all materials, labor, tools, traffic
control, testing, and equipment required for installing crushed surfacing top course per Contract Documents and project specifications. The square foot price for soil amendment shall include full compensation for all materials, labor, tools, traffic control, testing, and equipment required for installing soil amendment per Contract Documents and project specifications. The square foot cost for restoration of areas disturbed by construction shall include full compensation for all materials, labor, tools, traffic control, testing, and equipment required for restoration of areas disturbed by construction per Contract Documents and project specifications.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY
A. Section includes, but is not limited to:
   1. Location of utilities
   2. Clearing, grubbing, stripping and removing and disposing of debris.
   3. Protection of existing features and structures, related activities, and other
      preparatory work.
   4. Remove and dispose of materials from site.
   5. Remove vegetation, trees and other unwanted materials.
   6. Verification of project limits
   7. Temporary restroom facilities
   8. Contractor laydown area

1.2 SUBMITTALS
A. Submit the following documents in accordance with submittal procedures noted in Division
   01:
   1. Copies of permits for transport and disposal of debris as required.
   2. Copies of permits associated with earthwork and construction.
   3. Copies of a recycling program for land clearing debris that identifies types of
      materials to be recycled, and handling, storage, and shipping procedures.
   4. Provide the County with a marked up set of plans documenting locations of
      demolished utilities, and remaining active utility lines and related appurtenances.

1.3 ACCESS
A. Maintain vehicular and pedestrian traffic routes.
   1. Minimize interference with public use of site access roads, tails and paths, adjacent
      facilities and public roads, streets, alleys, sidewalks.
   2. Do not close or obstruct streets, fire lanes, sidewalks, access roads or passageways
      without permission from Owner and Authorities Having Jurisdiction.

1.4 COORDINATION
A. Protection of existing conditions: Provide, erect, and maintain barricades, coverings and
   other types of protection measures necessary to prevent damage to existing trees,
   structures, utilities, landscaping, and other features to remain in place. Restore any
   improvements damaged by this Work to their original condition or better, as acceptable to
   the Owner.

B. Contact to provide secure fencing around the Contractor Laydown Area shown on the
   Contract Documents. Coordinate with the Owner if additional area is needed. At the end
   of the construction project, the fencing shall be removed and the area restored from any
   damage from the Contractor’s use of the laydown area.

C. Verify existing utility locations and elevations at least 10 working days in advance of
   construction and demolition.
1. Contact the underground location center to locate and mark utilities not less than four business days, and not more than ten business days before beginning demolition or Earthwork.
2. Compare existing utility locations and elevations with drawings and new utilities.
3. Immediately notify Owner’s Representative of potential conflicts to allow for mitigation without down time.

D. Public and private utilities shall remain in service unless otherwise noted on the Contract Documents.
   1. Notify underground utility owners at least three working days in advance of excavation and in accordance with RCW Chapter 19.122 and WSDOT Section 1-07.17.
   2. Coordinate with utility companies to shut off or cap services that are to be disconnected.
   3. Provide schedule of excavation to underground utility owners in accordance with RCW 19.122.
   4. Do not shut off or cap utilities without prior notice to Owner’s Representative.
   5. Pay fees and costs associated with utility disconnects, capping, line and meter removals. Provide temporary bypass and/or temporary services as necessary to minimize interruptions. Do not shut off or cap utilities without prior notice. Keep site utilities in service unless otherwise indicated. Notify Owner and utility providers in writing a minimum of five working days in advance of utility service interruptions. Coordinate with Owner and utility providers.
   6. Verify that temporarily shut off utilities are restored.
   7. Provide written notification five days in advance of utility service interruptions.

E. Construct temporary erosion and sediment control (TESC) plan in accordance with Section 01 57 13 – Temporary Erosion and Sediment Control. Maintain drains clear and free of debris to allow stormwater to be collected and conveyed.

F. Preserve and maintain benchmarks, control points and stakes, and other reference points, unless otherwise approved by the Owner.

G. Repair and/or restore utilities, benchmarks, stakes and control points and other site structures and features designated as protected or outside construction limits, if damaged by construction activities, at no cost to the Owner and as directed by the Owner’s Representative.

H. Objectionable Noises: Limit use of air hammers and other noisy equipment as much as possible. Conform to local governing requirements regarding noise control.

I. Provide (including design and permitting, if required) interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of adjacent facilities and structures to remain. Comply with WISHA, WAC 296-155, and local codes and ordinances having jurisdiction.

J. Contractor shall provide temporary restroom facilities for the Contractor’s personnel in a safe and secure location. The Contractor shall be responsible for maintaining the temporary restroom facilities in a clean and sanitary condition.
3.1 GENERAL

A. Obtain required permits and permission from local governing authorities and Owner prior to commencing Work.

B. Arrange a preconstruction meeting with the Owner and Owner’s Representative and notify one week prior of date, time and meeting place location.

C. Before construction and mobilizing to the site, meet with the Owner and review Contract Documents on site.
   1. Identify existing trees, utilities, and other site improvements that may be affected by construction.
   2. Identify trees, plantings, surfacing, structures and other features to be left undisturbed.
   3. Photo documentation of existing trees per Section 01 56 39.

D. Provide, erect and maintain barricades, coverings, flagging, fencing, or other types of protection necessary to prevent damage to existing structures, areas, utilities, vegetation, and other facilities or features.
   1. Restore existing facilities or features damaged by construction activity to their original condition as acceptable to the Owner, including, but not limited to, landscaping, walls, pavement, walks, structures, utilities, fences and planters, and at no additional cost to the Owner.

E. Install temporary erosion and sediment control in accordance with Section 01 57 13 - Temporary Erosion and Sediment Control and the Contract Documents.

F. Verify that clearing, grubbing, stripping and demolition and site improvements may safely and appropriately begin.

G. Locate existing utilities within the project limits. Locations of existing utilities shown hereon have been established by field survey or obtained from available records and should therefore be considered approximate only and not necessarily complete. It is the sole responsibility of the Contractor to independently verify the accuracy of all utility locations shown and to further discover and avoid any other utilities not shown, which may be affected by the implementation of the proposed improvements.

H. Maintain hauling routes clean and free of debris resulting from Work on this Project.

I. Sprinkle water as necessary to limit dust to the lowest practicable level. Do not use water to such an extent to cause flooding or icing.

J. Properly recycle and dispose of refuse, debris and excess materials resulting from work in accordance with applicable federal, state, and local regulations and requirements. Do not leave these materials on the project site, unless authorized in writing by Owner’s Representative.

3.2 TREE, SOIL AND VEGETATION PROTECTION

A. Preserve and protect existing trees and vegetation in accordance with other Sections of the Project Manual and as shown on the Contract Documents.

3.3 EROSION CONTROL
A. Construct and maintain the TESC system in accordance with Section 01 57 13 Temporary Erosion and Sediment Control, local governing authorities and as conditions dictate.

3.4 CLEARING
A. Remove surface debris, vegetation, underbrush and other deleterious material within areas to be graded, as required for new construction and as indicated. Removal operations shall be performed in a manner to protect property.
   1. All trees larger than two-inch caliper designated for removal shall be flagged for approval of Owner’s Representative prior to demolition or removal. Notify Owner’s Representative at least five business days in advance of scheduled tree removal.
   2. Cut stumps and other growth flush with original grade surface.
   3. Completely remove all growth.
B. Protect all offsite trees along adjacent roadways and on surrounding properties.
C. Clear around trees designated to remain without disturbing the tree or its below ground root system.

3.5 STRIPPING AND GRUBBING
A. In areas to be graded, as required for new construction and as indicated, strip and grub areas to the depth necessary to remove stumps, roots organic material and other deleterious material. Store and stockpile soil materials per Section 31 00 00, 3.4.
B. Do not strip and grub within soil and vegetation protection areas or areas to remain undisturbed. Coordinate Work with Owner within the tree canopy crown dripline of trees to remain.
C. Cut any abandoned utility pipes, encountered during construction, back to a minimum of two feet below finished grade and plug with grout.

3.6 SITE IMPROVEMENT REMOVALS
A. Care shall be taken that damage to the existing structures and features, such as but not limited to, utilities, pavement, fences or irrigation lines, which are to remain in place does not occur during the removal of pavement, structure, and other items and features to be removed. All removals are accomplished by making a neat vertical saw cut at the boundaries of the area to be removed. Adjacent materials designated to remain that are damaged by the Contractor due to his or her operations shall be replaced at no additional cost to the Owner.
B. Sprinkle with water excavated material and access roads as necessary to limit dust to lowest practicable level. Do not use water to extent causing flooding, contaminated runoff or icing.
C. Utilities: Cap and remove all piping designated for removal, including underground piping and exposed piping.
   1. Piping:
      a. Some utility piping and structures are to remain until new services are in operation, and shall be protected during construction. Damage to existing utilities that are to remain shall be repaired at the Contractor’s expense.
      b. In the event the Contractor encounters utility lines not shown on the drawings, or otherwise indicated to be saved, removed or abandoned, the location of such lines shall be marked in the field and the Owner’s Representative notified.
3.7 DRAINAGE

A. Keep street and site drains open for drainage at all times. Mud/sediment build-up shall be removed.

B. Open pits and holes caused as a result of demolition Work shall be kept free of standing water.

3.8 FILLING DEPRESSIONS

A. Fill depressions caused by clearing, grubbing, and utility removal operations with Structural Fill material unless further excavation or Earthwork is indicated. Structural Fill shall be in accordance with Section 31 00 00 - Earthwork.

3.9 DISPOSAL OF MATERIALS

A. The Contractor, in a manner consistent with all government regulations, shall dispose of the refuse resulting from clearing, stripping and grubbing. In no case shall refuse material be left on the Project Site, shoved onto abutting private properties, or be buried in embankments or trenches on the Project Site. Debris shall not be deposited in any stream or body of water, or in any street or alley, or upon any private property except by written consent of the private property owner. Maintain hauling routes clean and free of any debris resulting from Work of this Section.

3.10 MEASUREMENT AND PAYMENT

A. Measurement: Site preparation shall be measured on a lump sum basis.

B. Payment: The lump sum price for site preparation shall include full compensation for all materials, labor, tools, traffic control, and equipment required to perform the tasks of this specification section. The price for temporary erosion and sediment control shall be included in section 01 57 13 and be excluded from the price of the site preparation.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY
A. Work includes temporary and permanent pavement patching.

1.2 REFERENCES
A. Reference the following standards:

<table>
<thead>
<tr>
<th>AHJ</th>
<th>Authority Having Jurisdiction. For this project the AHJ includes permitting agencies including but not limited to Pierce County</th>
</tr>
</thead>
<tbody>
<tr>
<td>WSDOT</td>
<td>Washington Department of Transportation 2016 Standard Specifications and Standard Plans for Road, Bridge, and Municipal Construction</td>
</tr>
</tbody>
</table>

1.3 SUBMITTALS
A. Submit the following information in accordance with Division 01:
   1. Documentation verifying mixing plant shall be a member of the Washington Asphalt Pavement Association (WAPA).
   2. Certified test results that demonstrate conformance with specifications. Tests shall have been performed within twelve months of anticipated use of materials.

1.4 WARRANTY
A. Work corrections include, but are not limited to:
   1. Aggregate separation, soft spots, and excess porosity.
   2. Cracks, elevation irregularities, and any paving not draining properly.

PART 2 - PRODUCTS

2.1 GENERAL
A. Comply with Quality Control Section provisions, these Specifications, WAPA, and Manufacturer's recommendations. Where these may be in conflict, the more stringent requirements govern.

B. Materials shall conform to WSDOT Section 5-04.

2.2 CRUSHED SURFACING TOP COURSE
A. Crushed Surfacing Top Course shall conform to WSDOT Section 9-03.9(3).

2.3 GRAVEL BASE
A. Gravel base shall conform to WSDOT Section 9-03.10.
2.4 HOT MIX ASPHALT (HMA)
   A. Asphalt concrete shall be HMA Class ½” conforming to WSDOT Section 5-04.
   B. Asphalt grade PG 64-22.

2.5 TACK COAT
   A. Tack Coat shall conform to WSDOT Section 5-04.3(5)A.

2.6 CRACK SEALING
   A. Crack sealing shall conform to WSDOT Section 5-04.3(5)C.

PART 3 - EXECUTION

3.1 GENERAL
   A. Verify site conditions are suitable to receive the work covered in this Section. Do not
      commence work until conditions are appropriate or corrected. Beginning work constitutes
      Contractor’s acceptance of conditions as satisfactory.
   B. Conform to the limits on the plans or as required for utility trenching.
      1. Prepare subgrade in all areas to be paved in accordance with Section 31 00 00
         Earthwork, and WSDOT 2-06.
      2. Maximum variations in finished grade shall be in accordance with WSDOT 5-04.3(13).
      3. Slope all paved surfaces to prevent standing water.
   C. Protect surrounding areas, structures, features, and surfaces from damage.
      1. Protect work of other trades. Take special care when work is adjacent to buildings.
      2. Should any defacement or damage occur, repair or replace damaged areas or
         structures at no cost to the Owner.
      3. Where new pavement abuts existing asphalt pavement, sawcut the existing pavement
         to provide a neat and straight edge at the joint.
   D. Where existing asphalt concrete pavement is required to be removed, define the area
      uniformly in size and shape. Remove the existing asphalt by sawcutting pavement vertically
      at a sufficient distance of at least eighteen inches outside the undisturbed base surface
      before removing the affected pavement.
   E. Where asphalt concrete is to be overlaid on to existing treated surface, prepare surface in
      accordance with WSDOT 5-04.3.

3.2 CRUSHED SURFACING COURSES
   A. Place crushed surfacing and gravel base in accordance with WSDOT Section 4-04 and
      compact to a minimum of 95-percent of maximum dry density as determined in accordance
      with ASTM D1577 and as measured in the field using ASTM D2922.
   B. Prior to placing the asphalt concrete pavement, treat the prepared surface in accordance with
      WSDOT Section 5-04.3.

3.3 ASPHALT CONCRETE
A. Spread, finish and compact HMA asphalt concrete in accordance with WSDOT Section 5-04.3.

1. Asphalt concrete pavement three inches or thicker shall be placed in layers not exceeding two inches in thickness. Asphalt concrete pavement less than three inches thick may be placed in one layer.

2. Do not pave in rain or when subgrade or base is wet or frozen.

3. Weather limitations for placement of asphalt concrete shall be in accordance with WSDOT Section 5-04.3(16).

B. Construct joints and connections with existing facilities in accordance with WSDOT Section 5-04.3.

C. Sample and test asphalt concrete in accordance with WSDOT Section 5-04.3.

3.4 TACK COAT

A. Apply tack coat per WSDOT Section 5-04.3. Do not apply tack coats when temperature is below 50 degrees Fahrenheit or when base is wet.

3.5 CLEANING

A. After paving operations, clean surfaces of excess or spilled asphaltic materials.

B. Do not permit vehicular traffic on asphalt paving until it has cooled and hardened, and in no case sooner than six hours after placing.

C. Provide barricades and warning devices as required and in accordance with MUTCD and the AHJ.

3.6 MEASUREMENT AND PAYMENT

A. Measurement: Asphalt paving shall be measured on a cubic yard basis.

B. Payment: The cubic yard price for asphalt paving shall include full compensation for all materials, labor, traffic control, compaction, testing, and equipment required for installation of asphalt paving per the Contract Documents and specifications, including saw cutting, removal, tack coat, and joint sealing.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. Work includes but is not limited to:
   1. Cast in place concrete sidewalk.
   2. Cost in place cement concrete traffic curb.
   3. Cost in place cement concrete traffic curb and gutter.

1.2 REFERENCES

A. Reference the following standards:

   AHJ Authority Having Jurisdiction. For this project the AHJ includes permitting agencies including but not limited Pierce County.

   WSDOT Washington Department of Transportation 2016 Standard Specifications and Standard Plans for Road, Bridge, and Municipal Construction

1.3 SUBMITTALS

A. Submit the following information in accordance with submittal procedures noted in Division 01.
   1. Concrete mix components.
   2. Crushed surfacing top course.

PART 2 - PRODUCTS

2.1 CEMENT CONCRETE SIDEWALKS

A. Cement concrete sidewalks shall conform to WSDOT Section 8-14 and the details shown on the Contract Documents.

2.2 CEMENT CONCRETE TRAFFIC CURB

A. Cement concrete traffic curb shall conform to the detail shown on the Contract Documents.

B. The concrete shall be air entrained concrete Class 3000 in accordance with the requirements of WSDOT Section 6-02.

2.3 CEMENT CONCRETE TRAFFIC CURB AND GUTTER

A. Cement concrete traffic curb and gutter shall conform to the detail shown on the Contract Documents.

B. The concrete shall be air entrained concrete Class 3000 in accordance with the requirements of WSDOT Section 6-02.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify installation conditions as satisfactory to receive work of this Section. Do not install until unsatisfactory conditions are corrected. Beginning work constitutes Contractor's acceptance of conditions as satisfactory.
B. Verify existing dimensions and shapes. Allow for transitions to existing grades where applicable.

C. Conform to the details, dimensions and grades specified on the Contract Documents.
   1. Prepare subgrade in all areas to be paved in accordance with Section 31 00 00 – Earthwork.
   2. Maximum allowable slope in the ADA area is noted on the plans. The finished slope and cross slope in the ADA area shall not exceed the maximum allowed by ADA. There is zero tolerance in exceeding maximum allowed slope.
   3. Surface smoothness and maximum variations in finished grade of sidewalks, except ADA routes of travel shall be in accordance with WSDOT Section 8-14.
   4. Slope all paved surfaces to prevent standing water.

D. Protect surrounding areas, structures, features, and surfaces from damage.
   1. Protect work of other trades.
   2. Should any defacement or damage occur, repair or replace damaged areas or structures at no cost to the Owner.
   3. Where new pavement abuts existing concrete or asphalt pavement, replace the concrete at the nearest joint or sawcut the existing pavement to provide a neat and straight edge at the joint as directed by the Owner’s Representative.

E. Where existing cement concrete pavement and/or curb is required to be removed, define the area uniformly in size and shape. Remove the existing concrete by sawcutting pavement vertically at a sufficient distance of at least eighteen inches outside the undisturbed base surface before removing the affected pavement.

3.2 INSTALLATION

A. Prepare subgrade per Section 31 00 00 - Earthwork.

B. Install sidewalk in accordance with WSDOT Section 8-14 and as shown on the Contract Documents.

C. Install cement concrete traffic curb and cement concrete traffic curb and gutter in accordance with WSDOT Section 8-04 and as shown on the Contract Documents.
   1. Provide expansion joints at 10-foot spacing and contraction joints at 5-foot spacing. Coordinate with Inspector for layout of all joints in the field after forms have been built but at a minimum of 48 hours prior to pour.
   2. Finish cement concrete pavement in accordance with WSDOT Section 8-06.3, except direction of broom finish as required by Inspector.

3.3 FIELD QUALITY CONTROL

A. Proportion cement concrete to meet the requirement of WSDOT Section 5-05.

3.4 CLEANING

A. Leave premises clean and free of residue of work of this Section in accordance with the requirements of Division 01 of this Project Manual.

3.5 MEASUREMENT AND PAYMENT

A. Measurement: Cement concrete sidewalk shall be measured on a square yard of sidewalk surface area basis. Cement concrete traffic curb shall be measured on a linear foot basis. Cement concrete traffic curb and gutter shall be measured on a linear foot basis.
B. Payment: The price per square yard for cement concrete sidewalk shall include full compensation for all materials, labor, tools, traffic control, and equipment required for excavation, subgrade preparation, subbase installation, compaction, placement, of forms, inspection, placing concrete, installing joints, finishing, curing, and form removal per the Contract Documents and specifications. The price per linear foot for cement concrete traffic curb shall include full compensation for all materials, labor, tools, traffic control, and equipment required for excavation, removal, subgrade preparation, subbase installation, compaction, placement, of forms, inspection, placing concrete, installing joints, finishing, curing, and form removal per the Contract Documents and specifications. The price per linear foot for cement concrete traffic curb and gutter shall include full compensation for all materials, labor, tools, traffic control, and equipment required for excavation, removal, subgrade preparation, subbase installation, compaction, placement, of forms, inspection, placing concrete, installing joints, finishing, curing, and form removal per the Contract Documents and specifications.
PART 1 - GENERAL

1.1 SUMMARY

A. The Work of this Section includes furnishing labor, materials, equipment, and supplies and performing operations required and as defined herein and as shown on the Plans, including without limitation,
   1. Seed bed preparation, application of hyrdoseeding, and protection of seeded areas designated on the Plans.
   2. Sweeping paved surfaces and removing debris following seeding operations and prior to leaving site.
   3. Maintenance of seeded areas until Project Acceptance.

1.2 QUALITY ASSURANCE

A. Seeding Subcontractor shall be a company specializing in the Work of this Section with a minimum 3 years documented experience in commercial landscape installation of a similar nature.

B. Seeding Subcontractor to provide at least one (1) person as the Lead Foreman who will be present onsite at all times during execution of the Work and who has a minimum five (5) years documented experience in commercial landscape installation of a similar nature. The Lead Foreman is required to be thoroughly familiar with the type of materials being installed and the proper materials and methods for their installation and is to direct Work performed under this Section.

C. Seed to conform to the requirements of the Washington State seed law, and when applicable, the Federal Seed Act, "certified" grade or better.

1.3 SUBMITTALS

A. Submit the following to the Inspector for approval a minimum of ten (10) days prior to start of work under this Section:
   1. Seed vendor(s) names, addresses and phone numbers;
   2. Certification from each seed vendor for required grass seed mixture, indicating percentage by weight and percentages of purity, germination and weed seed for each grass species.
   3. Other Materials: Product literature, tear sheets and a complete list of product names and suppliers with addresses and contact information for materials proposed, including but not limited to fertilizer, wood fiber mulch, soil binding agent, and other miscellaneous materials, to be furnished and installed. Submittals are to demonstrate product conformance with the relevant requirements in this Section.
   4. Documentation of Installer and Foreman experience.

1.4 DELIVERY, STORAGE AND HANDLING

A. Furnish seed in containers that show the following information: seed name, lot number, net weight, percentage of purity, germination, weed seed and inert material.
B. The seed shall be furnished in unopened containers that show the following information: seed name, lot number, net weight, percentage of purity, germination, weed seed and inert material. Seed that has become wet, moldy, or otherwise damaged will not be accepted. Seed shall conform to the requirements of the Washington State seed law and when applicable the Federal Seed Act, and shall be "certified" grade or better. Store seed and fertilizer in such a manner that will prevent wetting and deterioration.

1.5 REVIEW BY INSPECTOR

A. Prior to seeding; request review and approval of soil preparation, soil placement and fine grading of seeded areas by the Inspector. Correct any soil preparation, soil placement or fine grading that does not conform to the requirements of this Section as determined by Inspector.

B. Provide Inspector with a minimum (3) working days notice to perform applicable reviews as described in this Section. Do not schedule review by Inspector until Contractor has confirmed that the relevant requirements of the Plans and this Section have been met. Do not implement seeding operations prior to Inspector's approval of soil preparation, soil placement or fine grading.

C. During the Maintenance Period: Inspector will periodically review seed germination, establishment, and maintenance practices until Project Acceptance. Deficiencies will be noted and reported to the Contractor. Contractor is required to correct deficiencies, including reapplication of seeded materials to the satisfaction of the Inspector within two weeks notice of deficiencies.

D. Failure to comply with the review and approval procedures described in this Section may require replacement and/or reinstallation of plant materials at no additional expense to the Contracting Officer.

PART 2 - PRODUCTS

2.1 SEED MIXES

A. Restoration Seeding Mix:

1. The Grass Seed Mix shall be composed of the following, by weight:
   a. 35% each two (2) varieties of turf-type perennial ryegrasses
   b. 15% Creeping Red Fescue
   c. 15% Chewings Fescue

2. The Grass Seed Mix shall also meet or exceed the following:
   a. Minimum pure seed percent - 98%
   b. Minimum germination percent - 90%
   c. Maximum weed seed percent - 0.5%

3. All Seed shall be packed in clean, sound containers of uniform weight.

2.2 FERTILIZER

A. A natural or bridge-type combination fertilizer (part natural, part synthetic slow release), 8-2-4.

2.3 WOOD FIBER MULCH

A. 100-percent fiber, manufactured by the defibrating process, from Fir, Hemlock or Alder; containing no growth or germination inhibiting substances.
B. Mulch to be uniform in weight and dyed a suitable color to facilitate visual measurement of placement.

2.4 SOIL BINDING AGENT
A. A Soil Binding Agent is required.
B. Soil binding agent shall consist of non-toxic, biodegradable materials that are environmentally safe such as MG 250F, Guar Gum Powder, or approved equal.

2.5 SOIL PROTECTION FENCE
A. Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch maximum opening in pattern and weighing a minimum of 0.4 lb/ft.; remaining flexible from minus 60 to plus 200 deg F; inert to most chemicals and acids; minimum tensile yield strength of 2000 psi and ultimate tensile strength of 2680 psi; secured with nylon zip ties or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts, 2-inch by 2-inch wood posts or rebar with protective caps, spaced not more than 48 inches apart.
   1. Height: 48 inches.
   2. Color: High-visibility orange, non-fading.

PART 3 - EXECUTION

3.1 GENERAL
A. Seeded areas will be seeded twice. The initial seeding shall be between April 1st and October 15th. The second seeding shall be the following spring between April and May.
B. Proceed as rapidly as the site becomes available, consistent with normal seasonal limitations for seeding.
C. Weather Limitations:
   1. Proceed with seeding only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer’s written instructions.
   2. Unless when otherwise approved in writing by Inspector, seeding operations are not to be undertaken:
      a. During windy weather;
      b. When the ground is frozen; or
      c. When the temperature is below forty (40) degrees Fahrenheit.
D. Remove debris from other trades prior to beginning Work.
E. Review existing soil conditions for contaminants that may have been discarded by other trades, such as thinner, paint, plaster, concrete or debris and notify the Inspector immediately if contaminants are present.

3.2 SUBGRADE AND SOIL PREPARATION
A. Complete specified subgrade and soil preparation operations, compaction and clean up of debris prior to seeding. Secure Inspector’s review and approval prior to commencement of seeding operations.
3.3 HYDROSEEDING
A. Coordinate scheduling of hydroseeding operations with Inspector. Provide Inspector with a minimum (3) working days notice of seeding operations.
B. Apply wood fiber mulch, seed, fertilizer and soil binding agent in one operation with approved hydraulic equipment. Apply materials at the following rates:
   1. Wood Fiber Mulch – fifty (50) pounds per 1,000 sf.
   2. Seed –
      a. Restoration Seeding Mix per manufacturer’s recommendations.
   3. Fertilizer – ten (10) pounds per 1,000 sf.
   4. Soil-binding Agent – one (1) pound per 1,000 sf.
C. Equipment to utilize water as carrying agent and a continuous built-in agitation system. Equipment with a gear pump is not acceptable.
D. Pump a continuous, non-fluctuating supply of homogenous slurry to provide a uniform distribution of material over designated areas.

3.4 CLEANING
A. Immediately clean/wash off hydroseed slurry over-sprayed onto pavements, trees, monuments, site furnishings, and the like before it dries. Immediately remove hydroseed slurry over sprayed onto planting bed areas.
B. Perform daily sweeping and cleaning of adjacent pavements and landscape areas during installation of the Work and upon completion of the Work
C. Remove from the site excess materials, soil, litter, debris and equipment.
D. Restore areas damaged due to hydroseeding operations per these Specifications.

3.5 PROTECTION
A. Temporary flagging and warning signs shall be installed preventing the public from disturbing or damaging the newly seeded lawn for one year after Final Acceptance during the Warranty Period by means of a plastic snow fence or other means as approved by the Inspector.

3.6 MAINTENANCE AND ESTABLISHMENT PERIOD
A. General:
   1. Ensure that seeded areas have germinated to provide a uniform dense cover with minimum 1.5 inches in height and in a healthy growing condition. Reseed bare spots and areas that have less than 75-percent coverage thirty (30) days after hydroseeding.
   2. Protect newly seeded areas for a period of one year by enclosing the area with soil protection fence or other means as approved by the Inspector. Fence shall be removed after the One Year Warranty Period.
   3. Provide maintenance of seeded areas for three full mowings or acceptance by the Inspector. Maintenance to include: watering, manual or mechanical weed removal and control, applying organic fertilizing (if necessary), and re-seeding.
   4. Correct defective work, as soon as possible, after deficiencies become apparent and weather and seasonal limitations permit.
5. Inspector will periodically review seeded area maintenance practices until Final Acceptance. Deficiencies will be noted and reported to the Contractor. Contractor is required to correct deficiencies to the satisfaction of the Inspector within two weeks notice of deficiencies.

B. Watering: Water is available free of charge from Pierce County Parks and Recreation Service Department. Watering shall be accomplished as frequently as needed from March through September. At a minimum, a uniform application of 1-inch of water twice weekly shall be required over all seeded areas. The Contractor shall be prepared to water more frequently should dry conditions persist.

3.7 FINAL ACCEPTANCE OF SEEDING WORK

A. Upon request by the Contractor, the Inspector will review the completed seeding work for review and conformance to the Contract Documents. Provide written notification at least ten (10) working days before requested review date.

B. Seeded areas will be accepted provided requirements, including protection and maintenance, have been complied with and plant materials are alive and in a healthy, vigorous condition. All areas failing to vigorously establish within one growing season, for any reason whatsoever, shall be redone at the Contractor’s expense. Conditions found unacceptable by the Inspector shall be corrected by the Contractor within five (5) Working Days of such notice. When such correction is required, the seed establishment period shall extend an additional 45 Days. Areas that are bare (over 6” square), have a poor stand of grass, are dead or dying, have weeds, or have a spotty or non-uniform grade through any cause shall be remedied by regrading, removing and reseeding, refertilizing, remowing, and rewatering, as appropriate.

C. Upon Final Acceptance of seeding work by the Inspector, all temporary fencing, flagging and warning signs shall be removed.

3.8 ONE-YEAR WARRANTY PERIOD

A. Warrant the Work of this Section for a period of one (1) year from the date of Final Acceptance against defects of materials and workmanship.

B. Contractor to periodically check Pierce County Parks maintenance and provide notice to the Contracting Officer in writing within three (3) days if deficiencies are observed. Claims by the Contractor of deficient maintenance by Pierce County Parks will not be an acceptable means of voiding Warranty unless done so in writing.

C. One-Year Warranty Review: A final review may be held if requested by the Inspector in presence of Contractor and Contracting Officer at the end of the Warranty Period. The Inspector will notify parties of the Warranty review a minimum of fourteen (14) days prior to the anticipated meeting date. Contractor shall remove all temporary protection fencing from the site after the One-Year Warranty Review.

3.9 MEASUREMENT AND PAYMENT

A. Measurement: Seeding shall be measured on a square foot basis.

B. Payment: The square foot price for seeding shall include full compensation for all materials, labor, tools, traffic control, and equipment required to furnish, maintain, repair, and warranty the installation of seeding per the Contract Documents and specifications.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes, but is not limited to:
   1. Catch basins and storm drain pipe as shown on the Contract Documents.
   2. Construction records.

1.2 REFERENCES

A. Reference the following standards:

   AHJ Authority Having Jurisdiction. For this project the AHJ denotes permitting agencies including but not limited to Pierce County, Washington State Department of Ecology.

   WSDOT Washington Department of Transportation 2016 Standard Specifications and Standard Plans for Road, Bridge, and Municipal Construction

1.3 REGULATORY REQUIREMENTS

A. Comply with all applicable Federal, State and Local codes and safety requirements. If there are any conflicts among reference standards, the more stringent requirements shall govern.

1.4 PERMITS

A. Obtain and pay for all permits as required.

B. Pay permit fees and schedule inspections at no additional cost to Owner.

1.5 SUBMITTALS

A. Submit the following in accordance with submittal procedures noted in Division 01.
   1. Product data sheets and shop drawings for catch basins, pipe, fittings, and Filterra grate.
   2. Documentation of permits and fees paid for the Work described in this Section.

PART 2 - PRODUCTS

2.1 POLYVINYL CHLORIDE (PVC) PIPE

A. Shall conform to WSDOT Section 9-05.12.

B. Connection to catch basin shall be watertight.

2.2 CONDUCTIVE WARNING TAPE

A. Conductive warning tape shall conform to Section 31 00 00 - Earthwork.
2.3 BEDDING AND BACKFILL MATERIAL
   A. Bedding and backfill material shall be in accordance with Section 31 00 00 - Earthwork and as noted on the Contract Documents.

2.4 CATCH BASINS
   A. The new catch basin shown on the Contract Documents shall be Neenah Foundry #R-3165 per the detail shown on the Contract Documents (or approved equal).

2.5 FILTERRA GRATE
   A. Filterra Grate shall be a galvanized steel grate as shown on the Contract Documents.

2.6 FILTERRA PLANTS
   A. Provide and install the following plants in the Filterra cell:
      - Botanical Name: Juncus patens “Elk Blue”
      - Common Name: California Gray Rush
      - Size: 1 Gallon container size
      - Quantity: 6
      - Layout: Evenly spaced (as approved in the field by owner’s representative)

PART 3 - EXECUTION

3.1 EXAMINATION AND COORDINATION WITH OTHER WORK
   A. Verify a minimum of 72 hours in advance of installation the invert elevation and location of services at crossings and points of connections.
   B. Verify location of existing utilities in accordance in other Sections.
   C. Prior to the construction, make proper provisions to avoid interferences with installation of other work. Make any changes caused by neglect to coordinate work as directed by the Inspector and at no additional cost to the Contracting Officer.
   D. Verify installation conditions as satisfactory to receive work of this Section. Do not install until unsatisfactory conditions are corrected. Beginning work constitutes acceptance of conditions as satisfactory.

3.2 TRENCHING AND PIPE INSTALLATION
   A. Excavate trench and install pipe to alignments, elevations, grades and slopes indicated on the drawings.
   B. Excavate and prepare trench in accordance with Section 31 00 00 - Earthwork.
   C. Install pipe in conformance with WSDOT Section 7-04.
   D. Install conductive warning tape in accordance with Section 31 00 00 - Earthwork.

3.3 CATCH BASIN INSTALLATION
   A. Install catch basins in accordance with WSDOT Section 7-05 and the Plans.
3.4 BEDDING AND BACKFILLING
   A. Place bedding and backfill in conformance with Section 31 00 00 - Earthwork.

3.5 CLEANING AND TESTING
   A. Clean and test pipe in conformance with WSDOT Section 7-04.3.
      1. The new storm drain system shall be required to pass any tests required by the AHJ.
      2. Replace section that fails testing as directed by Inspector and at no additional cost to Contracting Officer.

3.6 CLEANING AND TESTING
   A. Remove debris and leave premises clean and free of residue in accordance with the requirements of this Project Manual.

3.7 MEASUREMENT AND PAYMENT
   A. Measurement: Storm Drainage System shall be measured on a lump sum basis.

      B. Payment: The lump sum price for Storm Drainage System shall include full compensation for all materials, labor, tools, traffic control, and equipment required to furnish, install, and maintain the installation of the Storm Drainage System. The lump sum price shall include excavation, subgrade preparation, compaction, inspection, and backfill of the catch basin and piping. Also included in the lump sum price is retrofitting the existing Filterra unit with a new grate and new plants.

END OF SECTION